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# PRESENTATION

The Hotel has this "INTERNAL REGULATIONS" that contain the policy, rules and regulations that will govern the relationship between the Hotel and its customers.

This Regulation will also be applicable and mandatory for:

- Visitors and/or occasional companions of hotel guests.
- Users of hotel services and facilities open to the public.
- Any person who, even occasionally, visits or wanders within the hotel.
- Attendees to events held at the hotel.
- Contractors, organizers, and staff involved in the organization and development of events held at the hotel.

The Regulation will apply in all spaces and areas of the establishment, whether for exclusive or common use, without any distinction.

These Regulations are available to guests at the Hotel Reception and may be consulted by them whenever they wish.

Ignorance of this Regulation does not exempt from its compliance since said Regulation is based on the rules and legislation in force.

The Regulation will remain in force uninterrupted and continuous until it is modified or replaced by another.

In case of doubt, it shall be considered fully subsisting in all its rules and regulations.

The rules and prohibitions contained in these Regulations and that must be complied with by their addressees, should not be understood as excluding other similar or similar conduct not enunciated in it, but that clearly arise from the spirit and intention of these Regulations.

Contraventions of these Regulations, as far as possible, may be corrected immediately, and may be sanctioned in accordance with current labor, civil or criminal regulations, regardless of other responsibilities that the offender may incur and the timely exercise of the legal actions that may arise.

The Hotel reserves the right of admission and cancellation of the reservation, without the right to return, of any client who contravenes these Regulations, as well as the rules of coexistence and common sense, or in some way act disrespectfully for the facilities of the Hotel or the rest of the people who are in it, be it staff, or client of the Hotel.

We appreciate your preference for staying with us, as well as for strictly observing our Regulations, prepared for your own benefit.

In any case, if you need additional information do not hesitate to contact Reception. For this purpose, we remind you that the hotel manager, together with the reception staff



are responsible or centers for relationship with the inmates of the hotel establishment and for their information and advice.

### **Applicable law**

The Internal Regulations are governed by Spanish law.

### **Language**

These Regulations are available in several languages, but only the text in the Spanish-Castilian language is the only legally binding text, and it is the one that will prevail over any difference of interpretation or of any other nature.

## **I. CHECK-IN AND CHECK-IN RULES**

### **ARTICLE 1.- CHECK-IN (POLICE CARD) AND ADMISSION DOCUMENT (WELCOME)**

At the Reception, the necessary procedures for registration and admission will be carried out and the keys or magnetic cards will be kept to access the accommodations.

Check-in will take place from 15:00 p.m. Check-out until 12.00 p.m. on the day of departure.

If the guest arrives before the Check-in time and the Hotel has available rooms can be entered even from 7:00 a.m.

The Hotel will refrain from providing accommodation to minors who come alone, so reservations of rooms or stays in them by minors are not allowed.

However, minors between the ages of 16 and until they reach the age of 18 may be authorized in writing by the father, mother, or guardian to stay at the Hotel provided that they are responsible for it and assume the payment of the appropriate invoice. In the case of children under 16 years of age, it will also be mandatory to always be accompanied by the father, mother, or guardian.

### **CHECK-IN (POLICE CARD)**

The person or persons who wish to make use of the accommodation units, the common facilities and the complementary services offered at the Hotel, must present their identification documents for the purpose of registration and registration in the Passenger Register Book of the establishment.

When guests are a pre-booked group (group reservations are reservations of 10 or more rooms), their representative will provide lists along with the identification documents of the group members.



Valid identification in Spain is considered the Passport, the DNI and the Driving License. If you are a foreigner, you can register by presenting a passport or identity card if you come from an EU country or any of the following countries:

- Andorra, Iceland, Switzerland, Norway, Malta, Monaco, or San Marino. You can also register with the Spanish Residence Permit in force if you are a foreigner resident in Spain.

This rule is mandatory based on the Order of the Ministry of the Interior of the Government of Spain 1922/2.003 of July 3, which establishes the registration in Books and Parts of entry of Travelers in Hospitality Establishments and under the provisions of article 12.1 of Organic Law 1/1992, of February 21, on the Protection of Citizen Security.

In compliance with this, all guests, both individual and group, must have a registration sheet individually.

The registration form must be personally signed by all travelers over 14 years of age.

The accommodation is non-transferable so the Hotel will deny accommodation to the guest who does not comply with this registration requirement and is entitled to demand, if it deems it appropriate, the identification of the applicant and the people to accompany you in the lodging. Likewise, it is forbidden for any person not registered in the Police Registry to enter the Hotel, unless expressly decided by the Management.

The Hotel Administration is not responsible for any false or incomplete data that the guest may provide at the time of filling in the registration card whose data must be covered by the user in its entirety or by the Hotel based on the data that appear in the identification documents provided for this purpose by the client.

In compliance with current regulations, the identification data provided will be communicated to the Authorities by the Hotel.

#### ADMISSION DOCUMENT (WELCOME)

This establishment, once the person or persons have been registered, will formulate an admission document that will include the name of the client who formalizes the admission (one person is enough), the commercial name of the establishment, its tourist classification, the identification of the assigned accommodation, price per day or day, the modality and price of complementary services contracted, and the dates of entry and exit.

Users must prove their status, showing the admission document, when required.

The admission form serves to accredit the tourist accommodation contract and will have the value of proof for administrative purposes and must be signed by the interested party to formalize their admission. The original signed document will remain in the possession of the establishment that will keep it for the time legally fixed at the disposal of the tourist inspection, delivering a copy to the guest who signs it.



With the signature of the document, the client confirms that all the data provided and that they appear are true and accepts the terms and conditions expressed in the document.

Likewise, with the signing of the admission document, it will be assumed that the client expressly accepts these Regulations, their rights and obligations and will be obliged to observe the rules contained therein and those dictated by the manager on safety, coexistence and hygiene for an appropriate use of the establishment, its facilities and the equipment of the Hotel.

## ARTICLE 2.- ACCESS TO THE HOTEL AND ITS SERVICES

Users will be able to freely access the establishment and stay in it, with the limitations contained in the legislation and in these Regulations.

Users have the right to receive truthful, complete, and prior information prior to contracting the services offered.

They also have the right that, in these services, they have guaranteed their security, privacy, and tranquility for a stay without discomfort, that these correspond to the agreed conditions, to be given an invoice with the regulatory formalities for the services contracted directly to the Hotel, to confidentiality in the treatment of their information in accordance with the data protection regulations and to, if they wish to make a complaint, claim or complaint, they are given the complaint forms established by the Competent Authorities of the corresponding Autonomous Community, which may be completed by the client and delivered to the Hotel Reception.

The presentation of any claim or complaint does not exempt from the observance of these Regulations and the payment of services.

The hotel establishment is not responsible for the price, nor for the use of tools, belongings and other services, provided outside the premises of the hotel establishment, nor for the behavior of personnel outside it, unless expressly stated in its conditions and rates.

The rates with the prices and conditions of the different types of accommodation, catering services, bars, rental of boxes, and services

Complementary offered by the Hotel itself are detailed in the reception available to users who request them.

It will not be possible to book services of the establishment or accommodation units against the stipulated price.

The complementary services offered and provided in this establishment by other persons or entities, the detail of their scheduled schedules, their prices and the conditions of use, are also detailed at the reception, will be formalized in their corresponding documents and will be settled in accordance with the agreed conditions.

Legal or natural persons who, on their own, provide complementary services in hotel premises, are responsible for their staff and their behavior, their operation, maintenance, price regime



and everything inherent in its own services. In each of the dependencies, the owner of the same is clearly identified.

Of all the services and activities, if applicable, you will find information in summary form, in the existing directories in the Web App of the hotel.

In any case, the Hotel can offer its customers, at no additional cost, extra services such as Tourist Information, Wake-up Service, Luggage Storage and Custody or Taxi Call Service.

Likewise, the Hotel may take care of the management of certain services outside it, such as car rental, excursions, restaurants, or other service related to the stay.

The Hotel may vary the schedules of the different services of consumption, use and enjoyment, throughout the seasons, depending on the seasonality, reserving the right not to admit users outside said hours, also when the maximum authorized capacities are exceeded or when they are requested in the limits of admission, thus harming the labor programming of said services.

The possible management of messages, calls, packages, or any object intended for a client of the hotel, will begin whenever the prior consent of the client is verified to proceed with said management, proceeding in this case to its communication or delivery.

In case the customer is not in the establishment, or is not located, the staff will ensure that he receives the message or package when he returns, checking it with the client.

The rooms or common spaces of the hotel may not be used for uses other than accommodation and / or contracted services, neither by the client or their companions, nor by third parties. Consequently, these rooms and / or common spaces may not be used for activities such as interviews, shootings, taking images for promotional activities, photo sessions, etc., unless prior and express authorization of the Management of the establishment and always complying with the rest of the Internal Regulations, the conditions set by said Directorate and the regulations that apply to the activity in question.

#### ARTICLE 3º.- INVOICING AND PAYMENT

The billing of accommodation rates will be computed by days and according to the number of overnight stays.

The minimum billing per accommodation will be the amount of an overnight stay or day, being understood to be completed at 12:00 pm on the day following the date of entry.

The means of payment accepted by the Hotel are:

- Cash, Debit Cards and Credit Cards (Master Card, Visa, American Express, Diners, Maestro).



- Personal checks are not accepted. When you intend to pay in cash, it must be done in Euros.

The payment may not exceed the amount of 1,000 euros and, since the rights must be exercised in accordance with the requirements of good faith, the tickets must be used according to the amount to be paid, so the Hotel would refuse to accept tickets of high denominations if the amount to be paid is much lower.

Payments through more than 50 pieces of euro coin will also not be accepted.

Users have the obligation to pay the amount of the contracted services at the time of presentation of the invoice or according to the agreed conditions.

For food and other movable property that you will find placed in the Hotel room (for example the towel, bathrobe), which you take with you when leaving the room, the consideration that appears in the price list available in the room or where appropriate at the reception of the Hotel will be charged.

If the Client leaves his room, and such movable property is not in the room, it will be considered that those were taken by the client.

The invoice may be presented by the Hotel before the end of the contracted stay, if during it the services enjoyed (either for accommodation, extras or both) reach or exceed the sum of 600 euros.

The establishment may require its customers, at any time and prior to the presentation of the invoice and its vouchers, the payment of the services provided outside the accommodation, even if the payment of this had been agreed in advance.

The early departure of the client before the end of the contracted stay, will not exempt said client from the payment of all the reserved days and the contracted services.

Faced with the client's intention to leave the establishment leaving his invoice totally or partially unpaid, the Hotel will be entitled to request the assistance of the agents of the authority.

#### ARTICLE 4º.- PRIOR GUARANTEE OF PAYMENT

The Hotel may request a prior guarantee of payment by credit card for the services contracted, in accordance with the applicable legislation both by the

all the reservation including taxes and tourist tax that may be applicable, as well as that of the extras.

This guarantee can request that it be extended for damages or damages that occur in the facilities, furniture, and elements of the establishment due to negligence or misuse of those.



For this purpose, the Hotel may request the client at the entrance, or at the time of making your reservation, a credit card number where, in case of non-payment of invoice, you can charge the amount of the same.

This request may be made even in the case of accommodation with a voucher or prepaid, to guarantee the collection of extra services that could be consumed, as well as to respond to damages and damages.

The Hotel reserves the right, in the event of any type of damage, deterioration or theft caused in the room or any other installation of the Hotel by the client to make use of the deposit for damages and / or claim from it the corresponding compensation.

The Hotel may also make on the card number indicated by the client, even days before the client's entry, and in order to verify the validity of the same, a charge or a pre-authorization for the amount of the first night contracted.

In case of not providing a card, the prepayment of the stay and a security deposit of 500 euros will be required, as well as direct payment of the extra services requested.

#### ARTICLE 5º.- PERIOD OF OCCUPATION OF THE ACCOMMODATION UNITS

The rooms of the Hotel must be used based on the number of nights booked.

The occupation of the accommodation unit begins at 12:00 noon on the first day of the contracted period and ends at 12:00 noon on the day indicated as the departure date.

However, on dates of maximum occupancy, when there are more entries and exits, it is possible that not all the

rooms at that time for reasons of availability and reasons of cleaning times, so it may be delayed by up to four hours to make available to the user of the accommodation unit. It may also delay the provision in case of exceptional circumstances that prevent, for reasons beyond the control of the Hotel, having the room that corresponds to each client at the time set for the beginning of the occupation in accordance with the normal rules of occupation.

Please, that the client communicates his arrival time and his travel plan to have a forecast by the Hotel and must also take into account that if he does not show up at the Hotel before 20:00 hours (local time of the hotel) of the expected day of arrival, without prior communication by the client, the Hotel will consider the reservation as "no show" and will be completely canceled automatically, charging 100% or the outstanding amount of the reservation. However, the foregoing, the reservation will be maintained as long as the client has communicated it before the aforementioned time.

In the case of groups of 20 or more people, the establishment can set the departure time to be from 10 in the morning.





For possible changes, both for occupancy and for extension of the indicated time, consult the reception, considering that the Hotel staff must be informed immediately, in case you wish to extend your stay and always before 12.00 p.m. of the date of departure.

The Hotel will attend to your request whenever the availability allows it, duly informed of it to the client who has requested it and in case of agreement between the parties, a different regime of occupation of the accommodation units may be agreed, which must be reflected in the admission document.

The prolongation in the occupation for a time longer than described, without prior agreement, will cause the duty to pay one more day.

Without prejudice to the foregoing, the client may not extend, without agreement with the Hotel the days of stay contracted, for the serious damage that this may cause to other customers with reservation, and the Hotel staff may request the help of the agents of the authority to evict customers who fail to comply with the above.

If the client leaves the room on the day of departure, before the time established for Check-Out, no refund of the total amount of the stay will be made. If the client reduces in whole or in part

the number of guests of the reservation is the decision of the Hotel to apply or not refunds, although if the room is marked as non-refundable or similar, a charge of the entire amount of the reservation will be made.

When guests are absent for more than seventy-two hours without prior notice, the Hotel may suspend or terminate the accommodation contract and proceed to collect the luggage.

The collection will be made as foreseen in article 18 of these Regulations, except in the case that the real value of the guest's luggage does not

guarantee the amount of the account. In this circumstance, the lodging may be terminated or suspended with the absence of the guest for more than twenty-four hours.

In case of death of the person occupying a room, their heirs or attorneys will be responsible for paying the expenses incurred as a result of it, including, if necessary, the redecoration and disinfection of the room and the replacement of lingerie and equipment.

ARTICLE 6º.- NUMBER OF PEOPLE PER UNIT OF ACCOMMODATION and VISITS.

NUMBER OF PEOPLE PER ACCOMMODATION UNIT

As a general rule, people will not be allowed to stay in a room that exceeds the contracted quota in quantity.

For security reasons, occupancy of more than three people per room is not allowed (Maximum 2 adults and 1 child under 3 years old or 3 adults), or where appropriate, the maximum possible number according to room format and type of reservation.



Otherwise, the Hotel will have the right to charge the rate set for the actual number of people who are using the room and, at the same time, to end the client's stay immediately.

Children of all ages can be accommodated at the Hotel. Children between 0 and 3 years old will not pay for accommodation, sharing beds with adults. Maximum 1 child.

Guests staying with babies from 0 to 2 years old may request, subject to availability, a cot at no additional cost. The maximum number of cots in the room is one. Baby cot beds are available on request and must be confirmed by the accommodation.

A child over 2 years old or an adult can be accommodated on a sofa bed. Dicho sofa bed can only be occupied by one person, since the maximum number of people staying per room is 3.

No person has the right to give accommodation to another without the prior consent of the Hotel and if it is accessed, the corresponding registration movements and registration in the traveler's book must be made.

#### VISITS

The Hotel reserves the right to admit occasional visits and in no case will access to the rooms be allowed. If the user wishes to receive visitors, the Hotel has spaces for it.

In case of non-compliance, the Hotel Management reserves the right to order the immediate departure of the visitor.

## II. OPERATING RULES

### ARTICLE 7º.- PROVISION OF HOTEL SERVICES

The Hotel offers the services and services according to its category. Whatever these are at any time, it is specified on the official website of MYND Hotels <https://www.myndhotels.com/es/hoteles/lanzarote/mynd-yaiza/>, which also indicates that special requests will be accepted.

The price of the accommodation unit will include supplies of water, electricity, heating, cooling, use of bed and bath linen and cleaning of the accommodation.

Some of the services have an additional cost, being prohibited in this case to use them, or receive their benefits if they have not been previously contracted, and must be paid previously or after being used, as agreed.

The people who hold the representation of the company of the Hotel or provide the services inherent to the lodging, will have for this purpose, free access to the rooms occupied by the clients.



This establishment, in the provision of its services, will comply with the requirements established by Civil Liability contemplated in the insurance of the Hotel, being exonerated from any responsibility in case of

personal accidents due to negligence or recklessness of guests or their companions.

In the case of technical deficiencies beyond the control of the Hotel, it undertakes to manage its solution causing the least inconvenience for the client.

The furniture and utensils of the rooms, as well as the rest of the rooms, are part of the services provided and have been arranged with the intention of making the stay of the clients as pleasant as possible, so an appropriate and respectful use is requested with them. In any case, they are the property of the establishment, so, in case of loss, theft or unjustified deterioration of the same, the establishment reserves the right to demand its corresponding payment.

Without prejudice to the right of admission, hotel guests may, in general, access the services and equipment offered by the establishment, unless access limitations are established which will be fully justified and in no case will be contrary to constitutional rights and principles.

#### ARTICLE 8º.- CLEANING SERVICE

The rooms are cleaned daily. The cleaning hours of the rooms are from 08:00 to 16:00 hours. Customers who do not make their rooms available during those hours will not be able to clean the room.

If you want the room to be arranged, hang the "please fix the room" notice on the outside of your bedroom door.

If you want not to be disturbed, hang the "please do not disturb" notice on the outside of your room door. When the notice exceeds 48 uninterrupted hours, the maximum tolerance limit allowed by the hotel, the room will be phoned.

If no response is obtained, you will enter the room to proceed with its cleaning and proof of the state in perfect condition of it.

If in the telephone call or at the entrance a response is obtained from the client, apologies will be requested and the moment in which the cleaning can be carried out will be confirmed with the client, which may not be delayed beyond the next day and this prior to the verification that the stay is in perfect condition and the cleaning may be delayed.

The change of towels and sheets is made whenever the client deems it convenient or at least 3 in 3 days. Towels you wish to change are



put on the bathroom floor. In case you need towels, change of sheets, replacement of welcome set or cleaning of the room at a specific time within the cleaning schedule, you must contact reception.

#### ARTICLE 9º.- LAUNDRY-DRY CLEANING SERVICE

##### LAUNDRY-DRY CLEANING SERVICE

At the hotel reception you will find information on laundry services, dry cleaning, prices, delivery times and return of garments.

The service is not available on Sundays and Holidays. On Saturdays it is only available until 1:00 p.m. Same-day clothing deliveries are available as Express Service.

The Hotel is not responsible for garments that, due to their conditions or compositions of use, shrink, discolor, or deteriorate.

If you want to iron clothes in your room and need an iron, please contact reception where it can be provided if there is availability. Exercise extreme caution if you use the iron in your room.

#### ARTICLE 10º.- PARKING SERVICE

The parking is a service for the residents of the Hotel, whose use may be free or conditioned, where appropriate, to the payment of the rate stipulated by the Hotel.

Do not leave money or valuables inside vehicles.

The Hotel is not responsible for theft, theft, or damage to vehicles, including all objects or living beings contained therein, regardless of the fact of being parked in the spaces enabled for parking by the Hotel itself.

#### ARTICLE 11º.- SAFE SERVICE

In each accommodation unit there is a free safe for the custody of securities. In the directories that exist in these accommodations, their conditions of use are established.

Deposit your valuables and/or money in the safe in your room. The Hotel is not responsible for any type of theft, theft or loss of objects or sums of money not deposited inside the strong caja.

The Hotel will also not be responsible in case of armed robbery or another event of force majeure.

#### ARTICLE 12.- MEDICAL ASSISTANCE AND FIRST AID

If your physical abilities are limited or you suffer from contagious diseases or illnesses, please let the reception staff know upon arrival as soon as possible so that the Hotel can in turn take



the necessary appropriate measures. This establishment has a fixed first aid kit duly signposted and conveniently equipped at the disposal of our customers who may need it.

If any guest becomes ill, the reception of the Hotel will contact the medical service at the express request of the guest who requires it so that it can be attended or, where appropriate, transferred to the appropriate place, the cost being borne by the guest himself.

If the client who becomes ill is not able to act for himself nor is there a person who can act for him, the Hotel will take care of the necessary steps so that he can receive medical help. The Hotel may require the client itself or, failing that, the relatives or the Paying Party, the payment of the expenses incurred that the hotel has had to assume.

If the client suffers (or is likely to suffer) from an infectious process or other illness or is in such conditions that it is (or may be) dangerous for the persons staying in the Hotel, the Hotel has the right to terminate the contract with immediate effect and force the client to leave the Hotel immediately.

The Hotel is not responsible for any type of accident and / or event, which the guest suffers within the facilities of the Hotel such as falls, blows, animal bites, among others. The expenses that this accident or event originates will be borne by the guest, exempting the Hotel from any legal responsibility.

In the event of the death of the client, the Hotel may demand from the relatives, heirs or the Paying Party, in addition to the payment of the invoice for the services pending payment, compensation for the expenses incurred by the Hotel on the occasion of or related to the death. The expenses that the hotel can claim include cleaning, in addition to those of normal cleaning, incurred by the hotel due to illness, death or any other type of event or event suffered by the guest in the facilities of the establishment.

## III. RULES OF COEXISTENCE AND HYGIENE

### ARTICLE 13<sup>o</sup>.- SMOKERS

This Hotel is a "Smoke Free Space", so smoking is only allowed in the areas designated for it, being these: Exterior of the reception, rooftop terrace, main pool terrace and the balconies or terraces of the rooms.

Smoking is only allowed in the aforementioned areas so please turn off your cigarette before leaving these areas, making use of the ashtrays that you will find for this purpose.

Remember that all rooms and common areas are equipped with fire detectors.



If a guest smokes in any other area of the Hotel, he may be prevented from staying, denounced and / or damages.

#### ARTICLE 14º.- MEAL PLAN

##### OPENING HOURS:

- The opening hours of the LAMESA restaurant are as follows:
  - Buffet breakfast: 07:30-11:30
  - All day dining: 12:00-22:30
  
- The opening hours of the LACUMBRE bar are as follows:
  - Drinking hours: 13:00 – 19:00

Some schedule may change depending on the time of year.

The pension scheme contracted is personal and non-transferable.

It is not allowed to take food, food, or drinks from the dining rooms of the Hotel.

The Hotel may prevent access to any external food delivery service company, even if its service, in breach of what is established herein, has been requested by a client staying in it.

The Hotel, in addition, is not responsible for the goods that could be entered into the Hotel in contravention of what is collected herein.

Guests who consume alcoholic beverages must do so responsibly. The hotel staff may refuse to serve alcoholic beverages to guests who do not consume responsibly.

##### EARLY BREAKFAST SERVICE:

If a customer has his departure before the restaurant's operating time, he can enjoy a picnic. To access this service, you must request it at the reception the day before the date on which this service must be provided.

#### ARTICLE 15.- CLOTHING AND CLOTHING

As a general rule of clothing, it is established that to transit or move within the facilities of the Hotel, the clothing will be those established for this purpose and usual in each case.



Likewise, the dress codes that may be required especially in certain sectors of the Hotel, such as the Bar, the Restaurants, or that require special occasions or events to be held within the Hotel facilities must be respected.

It is not allowed to enter or stay at the Hotel wearing clothes or symbols that incite violence, racism and / or xenophobia.

Nor is it allowed to travel or visit the facilities of the Hotel without using any clothing or with inappropriate attire, such as, but not limited to go down in bathrobe or pajamas to the reception, circulate in the Hotel with the bare torso.

Access to the restaurant or buffet or dining rooms of the Hotel, and other common areas, with work clothes, with wet clothes, flip-flops, with broken shirts or without a shirt and without shoes is not allowed.

Apart from the exceptions listed above, the dress code for our restaurants is casual.

#### ARTICLE 16<sup>º</sup>.- ACCESS OF ANIMALS

It is allowed the access or stay of people accompanied by pets, animals (dogs and cats) up to a maximum weight of 25 kg.

The person who accesses or stays with an animal, will be responsible for all deterioration, damage, or breakage that the animals cause in the things, goods and / or facilities of the Hotel and / or the guests and / or visitors of the same of the Hotel.

There is a code of conduct for pets staying at the hotel, which will be delivered along with the welcome products, which must always be complied with throughout the stay and / or time that the animal is in the facilities, and it is the responsibility of the person in charge or owner of the animal that this code of conduct is complied with.

#### ARTICLE 17<sup>º</sup>.- STAY OF CHILDREN

It is very important for the Hotel, the protection of all its guests, especially children, for this it is necessary that those responsible for their care are attentive in terms of the areas they attend, the activities they develop and their behavior in public areas of the Hotel so as not to affect third parties.

Parents and guardians are responsible for the behavior and corresponding supervision of minors within the facilities of the Hotel during their stay, so they must ensure that a good use of the facilities is made and above all, respect the common areas:

"DO NOT USE THE ELEVATOR WITHOUT THE COMPANY OF A RESPONSIBLE ADULT, DO NOT RUN THROUGH THE CORRIDORS, DO NOT SHOUT IN THE RESTAURANT, DO NOT PLAY ON THE TERRACE, DO NOT JUMP WITHOUT CONTROL..."



Any damage caused by minors in the absence of such supervision, will be the sole and exclusive responsibility of their parents or legal guardians, leaving the Hotel exempt from any responsibility.

In accordance with current regulations, minors under eighteen years of age who access the establishment may not be sold, served, given away, or allowed to consume alcoholic beverages. The sale of tobacco to them is also prohibited.

#### ARTICLE 18.- LOST AND/OR ABANDONED OBJECTS

The objects that are in the rooms or other areas of the Hotel, once the period of accommodation of a client has ended or, where appropriate, has been suspended, will be removed after the inventory of these has been carried out, which will be signed by two witnesses.

The objects will be available to the client who has lost and / or abandoned them, and can be collected at the Hotel, from 8:00 a.m. to 2:00 p.m. from Monday to Friday.

In order to ensure that the location of the object is as agile and effective as possible, the client must report all those data referring to the description of the object that had been lost and other circumstances that surrounded its loss or abandonment.

If the client requests that the object be sent to him, he must pay the price of the transport that will be postage due and must also pay the expenses that the deposit of the same may generate to the Hotel.

Personal identification documents (ID, Passports, etc.), if not claimed, will be handed over to the police authorities.

Perishable goods if not claimed, will be destroyed the day after they are found. The rest of the objects found will remain in the Hotel Offices in deposit for a maximum period of 90 (ninety) days.

If it is known to whom they may belong, this period will be counted from the moment this fact has been reliably notified to the address provided by the user of the establishment so that the forgotten object is returned (return request with your address that must be made in writing).

In case of not having an address for the purposes indicated above or it is unknown to whom the object may belong, the period will begin to count from the moment it was found.

In the same way, it will proceed in the cases of abandonment of belongings in case of eviction and / or expulsion from the establishment for non-payment, breach of the rules contained in these Regulations or any other reason.

After this period of 90 days, the establishment may freely dispose of the unclaimed belongings, as it deems most appropriate.





#### ARTICLE 19º.- RULES OF USE

- **TOWELS:** It is forbidden to use towels and other items in the room for outdoor use.
- **WASHING AND DRYING OF CLOTHES:** It is not allowed to wash clothes in the rooms or hang clothes in the windows, on the railings of the terraces or inside them hanging with ropes or in the corridors.
- **SILENCE:** From 23 hours it is mandatory to keep the due silence in the corridors and accommodations in order not to disturb the rest of the other clients of the Hotel. Moderate the volume of the TV, and voice.
- **MOBILE DEVICES:** Likewise, it is requested especially in case of using mobile devices in any public area of this Hotel, it is done in minimum volume or in silent mode for the respect of the rest of the guests or visitors.
- **COMPUTER DEVICES:** During the use of the computer devices and internet connection located in the Hotel, the Client must proceed in accordance with current legislation (especially the intellectual property laws) and preserve the condition of hardware and software devices.
- **SECURITY DEVICES:** To guarantee the security, privacy and tranquility of users, this hotel establishment has technical devices with permanent recording elements in corridors and other general or common areas, whose images may be made available to the authorities in the cases legally provided.
- **FIRE EXTINGUISHERS:** Enough fire extinguishers and smoke detectors have been installed in the Hotel to be used in an eventual accident. In such circumstances, the instructions marked on them must be followed and guests must give notice at the Hotel Reception.
- **ELECTRIC CURRENT:** The electrical installation of your room is 220 volts.
  - o Guests are strictly prohibited from using the electrical current and mechanical equipment installed in their room for purposes other than those for which they are intended.
  - o the hotel's security measures strictly prohibit the use of hair straighteners, curling irons and other electrical, gas or other appliances that may cause a fire at any point of the Hotel and in the rooms.
  - o to contribute to energy savings, you must turn on the air conditioning with the doors and windows closed.



- CAMERAS AND OTHER IMAGING DEVICES:

- o It is forbidden to make photographs-videos in which other guests or employees of the hotel appear, and much less if minors appear, people in

- swimsuit or top-less, or other people who have special characteristics, such as mobility difficulties, Down syndrome, or other characteristics, for example, those that could indicate beliefs.

- o It is forbidden to take photographs-videos of the staff of the establishment in the exercise of their functions, unless the employee himself has given his consent, for example, to make a photo-video with an animator, or waiter, or others, in which the employee is clearly seen posing for the photo.

- o Photos-videos made by guests in which other guests or an employee of MYND can be identified, would only be allowed

- use in the family home environment, and it is totally forbidden to publish it in any physical medium (documents, articles, brochures ...), electronic (example: email), Internet (Web, Social networks, blog, rating pages of establishments such as Tripadvisor or similar).

- o Any unauthorized use of the image of a guest or an employee may result in a crime against honor, privacy, and self-image, with penalties of up to FOUR YEARS, and, in case of public dissemination, up to FIVE YEARS.

## IV.ADMISSION RULES

### ARTICLE 20<sup>o</sup>.- ADMISSION RULES.

The Hotel is for public use and free access, without more restrictions than those established in the current regulations, the rules of these Regulations, and, in any case, the rules of good coexistence and hygiene.

The Hotel is not responsible for the behavior of guests, nor for objects, substances, or materials that they may introduce into the room since it is not authorized to check luggage.

The public may not enter or stay at the Hotel and its facilities without complying with the requirements to which the Company had conditioned the right of admission, as dictated by article 59.1.e) of Royal Decree 2816/1982, of August 27, which approves the General Police Regulations of Shows and Recreational Activities, extending its field to all types

of establishments intended for the public, regardless of whether they are publicly or privately owned.



The access and permanence of people in the Hotel will be prevented in the following cases:

- When the established capacity has been completed with the users who are inside the establishment.
- When the closing time of the Hotel has been exceeded.
- When you lack the minimum age established to access the premises, according to current regulations.
- When the person who intends to access has not paid the ticket or location in cases where it is required.
- When the person manifests violent attitudes, especially when he behaves aggressively or provokes altercations.
- When the person carries weapons, and objects likely to be used as such, unless in accordance with the provisions at all times by the applicable specific regulations, they are members of the Security Forces and Bodies, or private escorts integrated into private companies and access the establishment in the exercise of their functions.
- When wearing clothing or symbols that incite violence, racism or xenophobia in the terms provided for in the legislation on the protection of citizen security and in the Criminal Code.
- When it causes situations of danger or inconvenience to other attendees or does not meet the conditions of personal hygiene in accordance with the predominant social uses today and that, for this reason, may cause discomfort to other people. Access, or the permanence in the establishment, to those who are consuming drugs, narcotic or psychotropic substances, or show symptoms of having consumed them, and those who show obvious signs or behaviors of being intoxicated, will be prevented.
- When you proceed to drive without restraint, emit screams or cause notoriously high sounds that disturb other guests, disturb the tranquility in the Hotel or the normal development of the establishment
- When it adopts measures or attitudes against the health and cleanliness of the establishment.
- When the rules for the prevention of infections by COVID-19 (use of masks, safety distance, etc.) are not complied with, or by any other virus that arises in the future, always established by the applicable regulations.



- When the normal social coexistence of the establishment is violated or caused, by itself or by people for whom they must respond, any type of annoyance to other guests or visitors or third parties or any act is carried out that may affect the tranquility and privacy that guests expect to find during their stay at the Hotel.
- When you execute, promote, or encourage discriminatory acts against other customers, visitors, or employees of the Hotel, and even your own companions or act rudely or aggressively against any of them.
- When you do not pay for the services or benefits when payment is required.
- When it proceeds to remove from the Hotel objects or goods belonging to it, either from the room or other sectors without the express consent of the Hotel.
- When it proceeds to damage or deteriorate, totally or partially, the facilities, accessories, goods, services and supplies of the Hotel, or of any other recipient of these Regulations.
- When you proceed to disclose or disseminate confidential data of the Hotel that you have obtained on the occasion or on your stay or transit in the hotel establishment.

Likewise, the access and / or permanence of those people who refuse to comply with the legal obligation to complete and sign the forms will be prevented.

The Entry of Travelers, with all the data required therein (including the type and number of identity document), in accordance with the provisions of Organic Law 1/1992, of February 21, on the Protection of Citizen Security, and Order Int/1922/2003, of July 3, of the Ministry of the Interior, on books-registration and parts of entry of travelers in catering establishments and other similar.

When the circumstances indicated are met or one or more of the restrictions listed above are incurred by the persons, the personnel responsible for the establishment may require them to leave it, prior

payment, where appropriate, of the accounts that they had outstanding for the provision of services and consumption.

It is expressly stated that free access to the facilities, services and accommodations of this hotel establishment will not be denied or restricted to people who wish to do so, for reasons of sex, disability, with or without a guide dog, religion, opinion or any other personal or social circumstance.

The Hotel may seek the assistance of the agents of the authority to evict from its premises users who fail to comply with this regulation, who intend to access or remain in them for a purpose other than the normal use of the hotel service and also, where appropriate, people who are not registered as users, attendees of banquets, conventions, etc. or that incur in the cases provided for in this article as a reason for refusal of access.



ARTICLE 21<sup>o</sup>.- OBLIGATION TO PAY IN CASE OF PROHIBITION OF ACCESS OR EVICTION.

However, and in the cases described above, the person is obliged to pay the expenses that have been generated until the moment of the prohibition of access or permanence in the Hotel.

ARTICLE 22<sup>o</sup>.- CIRCULATION AND STAY IN THE HOTEL.

The circulation and stay within the Hotel will be in the places reserved for customers, without them being able to access in any case to the reserved or private rooms or spaces, being expressly excluded the rooms whose access is limited to those who hire them and to the guests to whom they determine.

Reserved or restricted areas will be those for the exclusive use of the staff of the establishment, corridors of access to administration offices, kitchens, warehouses, warehouses, staff changing rooms and other service premises.

ARTICLE 23<sup>o</sup>.- SECURITY RECOMMENDATIONS.

The management of the establishment recommends:

- Monitor and control your luggage and personal belongings in public areas, to avoid loss and / or eventual theft. Don't leave it unattended.
- Close your bedroom door when you leave it and try to open it again to make sure it is properly closed, even if only for a short period of time.
- Keep the door closed when you are in the room.
- Close your luggage when not in use and place it in your closet. If your luggage is locked, always use it.
- Protect your room key. Do not simply leave the key at the Reception desk. Always return your key, in hand, when you leave the Hotel.
- Immediately notify the Management of any abnormal events that you notice, such as: suspicious people in the hallway, repeated phone calls from people who do not identify themselves, calls at the door of your room from people unknown to you, or not finding anyone at the door when you go to open it.
- Please do not bother if you are asked at Reception or any other department that identifies yourself.
- Do not display jewelry, money, or valuables in your room.
- Do not invite strangers to your room or tell them the number of it.
- Do not allow repair personnel to enter your room without having been required or authorized by the Hotel Management.
- Do not allow people into your room, with deliveries that have not been requested.
- When you establish social relationships with strangers, do not disclose your hotel name or room number.
- Do not discuss specific plans for future excursions, outings etc... in public or with strangers.
- Do not store the room opening card with any document indicating the property or room number.
- Do not show your room key in public places.
- If you discover any type of deterioration or anomaly, please contact reception.



Respect the areas in which the rooms are located during the night and siesta hours and in general, avoid making noise unnecessarily.

Please use the facilities properly, respecting the furniture and gardens of the Hotel.

Please respect the schedules of all hotel facilities.

We appreciate your participation in case during your stay at the Hotel, any disaster or evacuation drill is practiced.

Some schedule may change depending on the time of year.

To avoid the danger of accidents, do not use glasses and other glass and/or earthenware objects in the pool area.

#### ARTICLE 24<sup>º</sup>.- FACULTIES OF THE HOTEL

The total or partial non-observance of any of the rules of these Regulations authorizes the Hotel to execute, at its sole discretion, any of the following procedures:

- Invite the offender to modify their behavior or habit.
- Require due respect and compliance with the rules of behavior, etiquette, and dress.
- Insist on compliance with the provisions of these Regulations.
- Apply specific sanctions to the offender, such as a call for attention, suspension of the use of all or part of the facilities and / or services provided by the Hotel or exclusion from the hotel establishment.
- The Hotel reserves the right of admission and permanence and in exercise of the same may prohibit the entry of those people who have previously violated these Regulations and / or those who do not meet the requirements listed above.
- Communicate and notify the competent public authorities to carry out the necessary intervention.

The Hotel Management will apply the sanctions considering the following criteria: the gravity and nature of the infringement and the circumstances of the event; the repetition of the offender's conduct; your background; and the application of previous sanctions to the offender.

The Hotel reserves the exclusive right to apply or not the sanctions provided for in these Regulations. In no case, the absence of application of a sanction to the infringer can be considered by him or by other clients or visitors, as a right not to be sanctioned in the future for similar causes or for other infractions that he commits.

If any recipient breaches totally or partially with the rules or regulations of these Regulations, in addition to being able to be sanctioned, the infringer will be obliged to compensate for the damages caused.



In any case, the infringer must keep the Hotel harmless from any damage for any claim or claim that any third party directs against the hotel establishment because of its breach of the provisions of these Regulations or current legislation.

The rules contained in these Regulations may in no way be interpreted as discrimination against any type of ethnicity, nationality, gender, religion, race, age, or political ideology of the addressees, but a

ideal means of guaranteeing all its clients the excellence and quality of services of the Hotel.

In no case may these Regulations be interpreted as limiting or restricting the individual rights of those who voluntarily enter the establishment, aware of the characteristics of the same and that the power that the Hotel has to dictate any other norms or rules (that complement, expand, modify or replace the norms established herein, or establish new rules to regulate the use or use of specific sectors of the establishment or the way in which the recipients of these Regulations or other possible recipients must behave, conduct themselves and present themselves in any sector or facility of the establishment) is proper to their right of ownership and / or their responsibility for the operation with respect to the rights of their guests or customers. This faculty is the responsibility of the operating company of the Hotel that must ensure the proper functioning of the services, with respect for the rights of its guests or customers.

In accordance with all the above, the owner of the Hotel may prevent the permanence of the client and / or their companions in the establishment, and dispose of

directly from your room, without the need for any legal proceedings, in case of:

- Total or partial non-payment of the invoice (see article 3 of these Regulations).
- Lack of agreement regarding the extension of the client's stay.
- Use by more than one person of the room contracted as a single, by more than two people in a double room or in a suite, or by more than three in a room contracted as a triple.
- Concurrence of any of the causes that prevent access or permanence in the establishment, established by the same in exercise of its right of admission.
- Refusal of the client or any of his companions to complete and sign the Passenger Entry Report.
- Breach by the client and / or his companions of any other of the obligations established in these Regulations or in the current regulations that are applicable.

In such cases the client and / or his companions will be obliged to leave the room, and the rest of the premises of the establishment, immediately after being required to do so by the Management.

If the client refuses to abandon such abandonment or reacts in such a way that this constitutes a criminal offense, the Hotel may request the assistance of the public force and / or the tourist inspection to proceed with said eviction. All this without prejudice to the right of the Hotel to claim the amounts from the client



that he has left unpaid, as well as the damages that, where appropriate, his behavior has caused.

They will be competent to understand and resolve any controversy or conflict between the recipients of these Regulations and the Hotel, the Ordinary Courts of the place where the Hotel has been located, with competence in civil matters waiving any other jurisdiction and / or jurisdiction that may correspond, without prejudice to the intervention of the Criminal Justice when appropriate.

## V. PRIVACY POLICY

### ARTICLE 25º.- DATA MANAGEMENT

The Hotel, to comply with legal obligations, carry out the provision of the services offered to its customers, make an offer of personalized products and services, improve the commercial relationship, and manage the requests made by our customers, will treat the personal data of its customers in an automated way and undertakes to comply with current legislation on automated data processing.

The main purpose of the treatment is the management of the stay and the services requested.

The legitimacy of the treatment is established by the execution of the accommodation and services contract, and where appropriate by the express consent granted.

The recipients of the data are those established by the laws in force.

Additional information: you can consult, and we encourage you to do so, the complete and detailed information on legal notices and protection of personal data in <https://www.myndhotels.com/en/privacy-policy/> which is available in several languages, prevailing Spanish in case of discrepancy, being the only legally binding language.

You can exercise before the person in charge your rights of access, rectification, and deletion, in addition to other rights that are specified in the "additional information".

- Phone: +34 822 72 02 53
- Contact Email: [booking.yaiza@myndhotels.com](mailto:booking.yaiza@myndhotels.com)

To exercise these rights, the interested party must make a communication to the address exposed, indicating the right he wants to exercise and attaching copy of a document that reliably identifies you, ID, passport, or another equivalent valid document.