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*INTERNAL RULES AND  
REGULATIONS*

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**ELFUERTE**  
MARBELLA

## **ADMISSION CONDITIONS**

### **1. GENERAL PROVISIONS:**

Persons entering this hotel establishment are required to comply with these Regulations, insofar as they do not violate Law 13/2011, of 23 December, on Tourism, Decree Law 13/2020, of 18 May, on hotel establishments, and other applicable Regulations and Precepts.

### **2. ACCESS, ADMISSION TO AND STAYING AT THE ESTABLISHMENT:**

This hotel establishment is for public use and free access, with no restrictions other than those imposed by law and these regulations.

A person's admission and stay at this establishment may only be refused for the following reasons:

- a) Insufficient accommodation capacity or facilities
- b) Failure to comply with the admission requirements outlined in these regulations.
- c) Due to engaging in conduct that may endanger or annoy other persons or users, or that hinders the normal progression of the activity.

When the aforementioned circumstances occur or if a person violates one or more of the restrictions listed above, the establishment's management staff may ask them to leave, subject to payment of any outstanding bills for services and consumption, if applicable. According to Article 36 of the Tourism Law and Article 25 of the Hotel Organisation Decree Law, the security forces will be called upon if necessary.

It is hereby expressly stated that access to the hotel's facilities, services, and accommodations will not be denied or restricted on the basis of gender, disability (with or without a guide dog), religion, opinion, or any other personal or social circumstance.

### **3. ENTRY REGISTER AND ADMISSION DOCUMENT:**

Any person or persons wishing to use the accommodation units, communal facilities, and, as applicable, supplementary services detailed in these Regulations must present their identification documents for admission and registration in the establishment's records.

Once the person or persons have registered, this establishment will create an admission document that includes the name, category, and registration number of the establishment, the number or identification of the assigned accommodation, the number of people who will be occupying it, the dates of arrival and departure and the meals they have booked, as well as the cost of the accommodation, if contracted directly. This admission document, completed in duplicate, must be signed by the interested party to formalise their admission, after they have been made aware of the existence of these Regulations and their rights and obligations. The original shall be given to the user, while the copy shall remain in the establishment's possession.

The supplementary services offered and provided by this establishment or by other persons or entities are outlined in the digital directory accessible via QR code, and payment for them shall be made in accordance with the agreed terms.

## **RULES OF COHABITATION AND OPERATION**

#### **4. USER RIGHTS AND OBLIGATIONS**

Users are free to enter and remain in the establishment, subject to the restrictions outlined in paragraph 2 and these regulations.

Before contracting the offered services, users have the right to receive accurate and complete information. During the course of these services, they have the right to the safety, privacy and tranquillity corresponding to the agreed conditions, and to be provided with an invoice, with the regulatory formalities and the directly contracted services. If they wish to make a complaint, they have the right to be given complaint forms.

Users are required to observe the rules contained in these regulations, which they expressly accept by signing the admission document, as well as those issued by the Management regarding safety, cohabitation and hygiene, in order to make proper use of the establishment. In accordance with article 21 of the Decree Law, users must prove their status by presenting the admission document when requested. They must also respect the establishment's facilities and equipment, and pay for contracted services upon presentation of the invoice or according to the agreed terms. Submitting a complaint does not release guests from the obligation to pay for the contracted services.

#### **5. RIGHTS AND OBLIGATIONS OF THE HOTEL COMPANY**

This establishment may request the assistance of police officers to evict from its premises users who do not comply with these regulations, who intend to access or remain in them for purposes other than the normal use of the hotel service, as well as persons who are not registered as users, attendees at banquets, conventions, etc., or people in the situations set out in section 2 above. As stated in Article 2.e of the Decree-Law, the accommodation units may only be accessed by those who have registered for this purpose.

This establishment may request a payment guarantee for the contracted services, in accordance with applicable regulations, and charge the corresponding amount to the user's account for any damage or imperfections that they cause to the facilities, furniture, and other elements of the establishment, due to negligence or misuse.

It may also vary the schedules of the various consumption services, usage, and enjoyment throughout the year, based on seasonality, reserving the right not to admit users outside these hours, including when the maximum authorised capacity is exceeded, or when requested within the admission limits, if the work schedule for these services could be jeopardised. The aforementioned services, their schedules, prices, and conditions of use are displayed at the entrances to the services and, in summary form, in the QR codes of the digital directories in the accommodations, which also include information about the emergency evacuation plan and free services.

This establishment has the obligation to:

- a) Ensure maximum publicity of its prices at reception and make them available to users.
- b) Inform its users, prior to entering into a contract with them, of the terms for the provision of services and their prices, and provide them with services of the highest quality, consistent with its category and under the contracted terms.
- c) Ensure that users are appropriately treated.
- d) To care for the facilities and services and maintain them in good condition.
- e) Provide complaint forms and inform of their existence.

- f) To provide users it is unable to accommodate due to overbooking with accommodations in a nearby establishment of the same or higher category, of the same group, type and speciality if applicable.
- g) Any resulting costs or surcharges will be borne by this establishment, which will reimburse users for any differences in their favour.

## **6. PERIODS OF OCCUPANCY OF THE ACCOMMODATION UNITS**

Users of this establishment are entitled to occupy the accommodation unit from midday on the first day of the contracted period and ending at midday on the day of departure. On dates of maximum occupancy, however, the user's access to the accommodation unit may be delayed by three hours, with the unit being handed over at 3 p.m.

A different occupancy regime for the accommodation units may be agreed upon between the parties, which, if applicable, must be reflected in the admission document.

The obligation to pay for an extra day will arise if the user occupies the accommodation unit for longer than the contracted period, and if the user wishes to stay for more days than those contracted and specified in the admission document, there must always be an agreement between the parties.

## **7. PRICES, INVOICES AND INFORMATION**

Unless expressly stated in the hotel's conditions and rates, the hotel is not responsible for the price, or for the use of tools, equipment, and other services provided outside the hotel, or for the conduct of personnel unrelated to the hotel.

Guests have access to a digital directory detailing the rates, prices, and conditions of the various types of accommodations, catering services, bars, congress events, banquets, laundry, safety deposit box rentals, deposits for the use of pool towels, and supplementary services provided by the hotel itself and by third party people or entities.

Billing for the accommodation rates shall be calculated per day and according to the number of overnight stays. This must be paid in full on arrival at the establishment.

The minimum accommodation charge is the cost of a single day and night stay, which is understood to end at midday on the day following the check-in date.

The authorised credit per room in the hotel is €1,200 in low season and €2,000 in high season. If during the stay the client exceeds this amount, he/she must go to reception to pay this amount.

Even if payment has been agreed upon in advance, the establishment may at any time require users to pay for services rendered outside the accommodation, upon presentation of the invoice and its receipts.

Any legal or natural persons who independently provide supplementary services on the premises of this hotel are responsible for their employees and their conduct, as well as their operation, maintenance, pricing, and anything else related to their own services. The owner of each of these dependencies shall be clearly identified.

There will also be a digital directory with pricing information for the most common hotel services in the accommodation units.

Invoices shall only be issued for accommodations and services contracted directly by users.

## **8. OTHER GENERAL RULES**

1. The use of a double room by two people that has been booked as a single will not be permitted. The rate fixed for double use shall be paid in this case.
2. Room cleaning hours are from 9:00 am to 5:00 pm.
3. Smoking is prohibited throughout the establishment except in designated smoking areas.
4. In the rooms, smoking is only permitted on the terrace with the door closed to prevent odours from entering the room.
5. If we have to block a room due to the smell of tobacco, we will inform the guest that he or she will be charged for two nights.
6. It is prohibited to bring food or beverages into the hotel establishment for consumption on the premises.
7. Pets are not permitted without prior booking and payment of the corresponding fee (€70 per dog/day), with a maximum of 1 dog per room and a weight of less than 5kg, with the exceptions provided for by law. In addition, pets must be kept in designated pet areas and must be properly leashed at all times.
8. It is forbidden to hang towels or other garments on the balcony railings of the rooms' terraces. Please make use of the clothes line provided on the terrace.
9. There are complementary services operated by another person than the owner of the hotel establishment, such as the commercial premises located on the promenade adjacent to the property, such as: Amorino Gelato, Salotto and Luini Restaurant.
10. For those services of the establishment that are intended for both guests and the general public, people are prevented from accessing and/or remaining in the areas in question in the following cases:
  - a) When the number of users inside a facility, enclosure, or establishment has reached the maximum permitted.
  - b) When the establishment's closing time has passed.
  - c) When under the minimum age for entry, which is 16 years old, and not accompanied by an adult or legal guardian.
  - d) When a person attempting to enter or already inside the establishment displays violent attitudes, particularly if he/she behaves in an aggressive manner or provokes disturbances.
  - e) When attendees wear apparel or symbols that incite violence, racism, or xenophobia.
  - f) When the person attempting to enter causes hazardous situations or annoyance to other attendees or does not meet hygiene conditions. In particular, those who are under the influence of drugs, narcotics, or psychotropic substances, or who exhibit signs of having used them, as well as those whose behaviour indicates they are intoxicated, shall be denied entry or, as appropriate, prohibited from remaining in the establishment.

In each of these instances, the hotel may request assistance from the appropriate police officers.

However, in the aforementioned instances, the person in question is under the obligation to pay any expenses incurred up to the time of the ban on access to, or remaining in the establishment.

## **USE AND ENJOYMENT OF FACILITIES, EQUIPMENT AND SERVICES**

### **RECEPTION**

The required formalities for admission to the establishment will be completed at the reception desk. Together with the reception staff and, where applicable, the concierge/guests services staff, the Manager is responsible for all internal matters of the hotel and for providing users with information and advice.

### **SAFETY DEPOSIT BOXES**

A safety deposit box is available for rental at the hotel's reception. This service and its terms of acceptance and use are detailed in the directories.

Additionally, a free safe will be provided in each accommodation unit. We recommend you to make use of the safe in your room. The establishment will only be liable in the event of robbery with violence against jewellery, valuables and cash deposited in the safe, up to a maximum amount of €3,000.

The establishment is not liable for the loss of any objects or valuables not placed in these boxes.

### **LAUNDRY-DRY CLEANING**

In each room can be found information on the conditions, prices, and garment drop-off and return times for these services. The establishment is not responsible for garments that shrink, lose their colour, or deteriorate due to their usage conditions or composition.

### **MEETING ROOMS**

The hotel will provide three meeting rooms with complimentary Internet access and air conditioning, as well as translation services and audio-visual equipment upon request.

- a) Sevilla Room (215 m2)
- b) Estepa Room (45 m2)
- c) Carmelo Room (40 m2)

### **MINI CLUB**

Available to children between the ages of 4 and 12.

The opening hours can be found in both the digital services directory in the room and on the web app.

### **PARKING AND GARAGE**

1. When you park your vehicle, please occupy only one parking space.
2. The use of the disabled parking zone must be justified by displaying the required identification card within the vehicle.
3. Due to security concerns, vehicles are not permitted to park at the hotel's main entrance.
4. The garage is a service available to both the general public and residents of the establishment, and its use is contingent upon payment of the stipulated parking fee and the availability of parking spaces.
5. The price for guests staying at the hotel is €25/day.

### **RESTAURANT & BAR**

1. Le Marché Restaurant is open from 07:30 to 11:00 for the breakfast buffet, and from 19:30 to 22:30 for à la carte dining. Reservation is required for dinner. Opening for dinner according to season.
2. There will be an area marked as Le Marché Selected for Selected guests until 11:30 a.m. for breakfast. You do not need to make a reservation to have breakfast at Le Marché Selected.  
If the Selected restaurant is full, you can always use the Le Marché space.  
Once you are seated at Le Marché, you will be offered a choice of buffet and mains from the Selected breakfast menu.  
The á la carte breakfast (CHARME & TASTE) will be offered free of charge to Selected guests that booked directly with the hotel (1 per stay). Reservation is required.  
For guests that booked through an intermediary, reservations will only be confirmed if available within 24 hours before the day of breakfast.
3. Other points of sale and opening hours:
  - a. El Fuerte Selected, from 11:00 a.m. to 09:00 p.m. (opening hours may change during the low season), where Selected guests are provided with a constantly changing buffet with different culinary offerings.
  - b. From 11:00 a.m. to 1:00 a.m. (opening hours may change during the low season), Levante, a space inspired by the warm coasts, serves cuisine that is both healthy and based on products inspired by the Andalusian coastline. Carefully prepared, fashionable dishes, seasonal and local ingredients combine with international options.
  - c. Levante Pool Bar, from 11:00 a.m. to 8:00 p.m., as an extension of Levante with table and sun lounger service. Opening according to season.
  - d. Qahwa Coffee House by Adrián Fernández, from 11:00 a.m. to 11:00 p.m. (opening hours may change during the low season), a space dedicated to coffee lovers.
  - e. Edge by Paco Pérez from 19:00 to 23:00 (kitchen open until 23:00) and drinks until 01:00. Opening according to season.
  - f. El Fuerte Rooftop, from 11:00 to 01:00 with a selection of dishes from the Levante menu until 18:00 (only service in sunbeds, you are not allowed to eat inside Edge by Paco Perez) and drinks until 01:00. Opening according to season.
  - g. Soleo, in the high season from 11:00 a.m. to 12:00 p.m. (kitchen opening hours from 12:00 p.m. to 11:00 p.m.), In the low season from 11:00 a.m. to 05:30 p.m. (kitchen opening hours from 12:00 p.m. to 04:30 p.m.) It serves a fusion of traditional and contemporary dishes inspired by Mediterranean cuisine. Opening according to season.
4. It is prohibited to take food out of the breakfast buffet.
5. Swimming attire is not permitted in restaurants.
6. Sportswear, swimwear, shorts and tank tops are not permitted in the restaurant during dinner.
7. Room service is available around-the-clock. As stated on the menu, there is a 20% surcharge on menu prices for this service.
8. We ask you to cover up when requesting any service at the reception, bar, restaurant and Spa. It is mandatory to wear a shirt when using all services, with the exception of sunbeds, swimming pools and beach areas.
9. Please use the rubbish bins and ashtrays.
10. The indicated times are subject to change based on the season.

## **EL FUERTE SELECTED**

1. The Selected Lounge is open from Monday to Sunday from 11:00 a.m. to 09:00 p.m. Opening hours may be subject to change during the low season.
2. Other guests staying at the establishment who have not contracted the "Selected" service are not permitted to enter the "El Fuerte Selected."

3. Access to the "El Fuerte Selected" by Club de Amigos members is subject to the particular conditions in effect at the time of their stay. If guests are entitled to this access, they will be informed in writing when making their booking.
4. All food and beverages available will be continuously restocked from opening until closing, for the enjoyment of Selected guests within the designated area.
5. It is prohibited to take food and/or beverages out of the Selected Lounge area.
6. Access to the "El Fuerte Selected" in swimwear or without a shirt is not permitted.
7. To everybody's benefit, please do not move the furniture. If in doubt, or in the case of faults or any missing items, please notify the staff assigned to this area as soon as possible.
11. Please use the rubbish bins and ashtrays.
12. The indicated times are subject to change based on the season.

## **POOL AND BEACH**

1. The swimming pools are open from 10:00 am to 6:00pm during the winter and 10:00am to 7:00pm during the summer. These opening hours may change depending on weather conditions and season. During the winter months only the Levante pool (heated) will be open to all guests.
2. Only guests staying at the establishment will be permitted to access the swimming pool.
3. Street vendors and/or third party masseuses are not permitted. The use of such services is discouraged because they are not regulated by law and lack quality regulations.
4. Please use the shower before swimming in the pool.
5. The use of pool and beach sun loungers is complimentary.
6. The use of the Levante pool will be for adults only from June to September. The rest of the months will be open to all of the hotel guests (heated in winter months).
7. Use of the Edge infinity pool is recommended for adults only and swimming is at your own risk. Opening according to season.
8. It is prohibited to use room towels for the pool or beach. The establishment provides complimentary towels to be used exclusively at the pool or beach. Pool/beach towels are picked up/dropped off at the towel pick-up point, located on the ground floor (towel cabinet next to Qahwa or in the Levante swimming pool) or on El Fuerte Rooftop (7th floor).
9. Glassware and other glass objects are prohibited in the pool and beach areas.
10. It is prohibited to bring food or beverages into the hotel establishment from outside for consumption on the premises.
11. It is prohibited to consume food and beverages at the pool/beach that have not been purchased at one of the hotel establishment's points of sale.
12. It is prohibited to dive head-first into the pools, and to play with balls or similar items anywhere on the hotel grounds.
13. It is prohibited to use musical devices, instruments, or players at a volume that disturbs the rest of other users.
14. Please use the rubbish bins and ashtrays.
15. To avoid disturbing non-smoking guests, smoking is permitted only in the designated smoking areas.

## **SPA & WELLNESS**

1. The Spa opening hours are from Monday to Sunday, from 11:00 a.m. to 7:00 p.m. Opening hours may change depending on the season.
2. The hairdresser's hours are from Tuesday to Saturday from 11:00 a.m. to 7:00 p.m. Opening hours may change depending on the season.
3. The Spa's treatments are subject to the payment of the specified fee.



4. Reservations are required for the hydrotherapy circuit as well as treatments and massages.
5. In addition to the sandals provided by the Spa, the use of a cap is required for the hydrotherapy circuit.
6. Using the sauna and Turkish bath requires bathing attire.
7. For health and hygiene reasons, upon arrival at the Spa, guests will be provided with a bathrobe to enter the booth and a locker to store their belongings
8. The use of the Spa towels is restricted to the spa and they may not be used for any other hotel service.
9. Children under 14 years old are not permitted to enter. Over-14s may only enter if they are accompanied by an adult.
10. The wellness reception must be notified 24 hours in advance to cancel or modify a reservation for any treatment; otherwise, the full cost of the treatment will be charged to the room. If the Spa is closed, please notify the hotel's reception, indicating your room number and reserved treatment.
11. If a guest is late for a scheduled appointment or treatment, the duration of the service will be proportionally shortened.
12. Guests staying 3 nights or more who have not contracted the "Selected" service may utilise the Spa's hydrotherapy circuit at no additional cost for one hour per person and per stay, subject to availability.
13. Guests who have contracted the "Selected" service may use the Spa's hydrotherapy circuit for one hour per person per day at no additional cost, subject to availability.

## **GYM**

1. The gym is open from Monday to Sunday from 7:00 am to 11:00 pm.
2. Presence in the gym shall be restricted to those doing physical exercise. Persons who are not making use of this area are not allowed in the room.
3. The gym equipment should be used with the proper attire and footwear for this area.
4. Children under the age of 16 are not allowed to access this area.
5. We will provide towels for guests to use in this space.
6. The use of personal towels is required as a hygienic measure to avoid the possible spread of disease and damage to the machinery.
7. At the end of the session, please leave the towel in the containers provided for this purpose.
8. Smoking and consuming food or alcoholic beverages are strictly prohibited in this room.
9. For everybody's benefit, please return the sports equipment to its proper location at the end of your training session. In this regard, please handle the material with the utmost care to prevent unexpected deterioration.
10. Please contact the reception or guest services as soon as possible if you have any doubts or encounter any faults.

## **ENTERTAINMENT, ART AND EXPERIENCES**

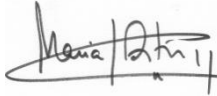
The schedule of activities and musical performances is subject to change without prior notice.

The art in the hotel is housed in a unique exhibition space. El Fuerte Marbella provides a venue for photographers, designers, sculptors, and painters to interact with those who appreciate local creations.

Please refrain from touching and show respect for the artwork on display. If you are interested in purchasing any of the pieces, please inquire at the reception desk or with guest services.

In addition, you can book memorable experiences both inside and outside the hotel, excursions and/or events tickets, boats and other activities directly from the hotel. All with our guest service specialists and/or reception staff. The hotel is not liable for services contracted with and provided by third parties.

Marbella, 20 November 2024

A handwritten signature in black ink, appearing to read 'María J. Antúnez Corrales', written over a light grey rectangular background.

**María J. Antúnez Corrales**  
**Director**