



CabogataBeach
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VALNEST
LUXURY HOTELS & RESORTS

RULES OF INTERNAL REGULATION HOTEL CABOGATA BEACH

H/AL/00753 Avda. Juegos de Casablanca s/n 04131 El Toyo-Retamar (Almería)

Regulations

This establishment has an internal regulation in which are established the mandatory rules for users during their stay, article 25.1 of Decree-Law 13/2020, of May 18, published in Autonomous Community of Andalusia, "BOJA" no. 27, of May 18, 2020 Reference: BOJA-b-2020-90175 and subsidiary regulations in Law 13/2011, of 23 December of the Tourism of Andalusia.

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PRESENTATION

The Hotel has this "RULES OF INTERNAL REGULATION" which contains the internal policy, rules of coexistence and rules 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 the hotel services and facilities, open to the public in general.
- Any person who, even occasionally, visits or wanders inside 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 distinction.

This Internal Regulation is available to customers at the Hotel's Reception and on its website (<https://www.cabogatabeach.com>) and may be consulted by them, whenever they wish.

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

The Regulation shall be in force uninterrupted and continuous until it is modified or replaced by another. In case of doubt, it will be fully recognized in force in all its policies and rules.

The rules and prohibitions contained in these Regulations, and which must be complied with by their addressees, shall not be understood as excluding other analogous or similar conduct not set forth therein, but which clearly arise from the spirit and intention of these Regulations.

Violations of this Regulation, as far as possible, must be corrected immediately, and, where appropriate, may be sanctioned in accordance with the labor, civil or criminal regulations in force, regardless of other responsibilities in which the offender may incur and the timely exercise of legal actions that may arise.

The Hotel reserves the Right of admission and the Right of cancel the reservation, without right a return of any customer who contravenes this Regulation as well as the standards of cohabitation and common sense, or of some way act disrespectfully towards the facilities of the Hotel or the rest of the people who are in it, whether staff, or client of the Hotel.

We appreciate your preference to stay with us, as well as to observe our Regulations, prepared for your own benefit.

At all events, if any additional information is needed do not hesitate to contact with Reception or with the Hotel Management.

Applicable law

The Internal Regulations are governed by Spanish law.

Language

This Regulation is available in several Languages but only the text in the language Spanish-Castilian is the unique text legally binding and is the one that will prevail before any difference of interpretation or before any other nature.

I. RULES OF REGISTRATION AND EN- TRANCE

ARTICLE 1º.- CHECK-IN (POLICE FILE) AND ADMISSION DO- CUMENT (WELCOME)

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

Check-In will be from 2:00 p.m. onwards; Check-out, until 12.00 h on the departure day.

If the guest arrives before the check-in time and the Hotel has rooms available of the characteristics and typology contracted, the guest can be registered before the aforementioned time. Depending on the time of arrival, early Check-In may incur charges.

The Hotel will refrain from giving accommodation to minors (< 18 years old) who come alone, so room reservations or stays in them by minors are not allowed.

In the case of minors under 18 years of age, it will be mandatory to be always accompanied by the father, mother or guardian.

However, minors between 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 them and assume the payment of the appropriate invoice.

CHECK-IN (POLICE FILE)

The person or persons who wish to make use of the accommodation units, must present their identification documents for the purpose of registration and enrollment in the Passenger Registry Book of the establishment. This rule is mandatory in Spain.¹

¹ **Traveler's book:** The entry forms for the use of hosting services must be signed by any person over fourteen years of age who makes use of them, according to the system and model that is established. In the case of persons under fourteen years of age, their data will be provided by the person of legal age of whom they are accompanied. Order of the Ministry of Interior INT/1922/2003, of 3 July. It will be at all times available to the members of the Security Forces and Corps with competence in the matter, leaving the establishments obliged to exhibit it when required.

When the guests are from a previously contracted group (reservations of 10 or more rooms are considered group reservations), their representative will deliver the list of guests, along with the identification documents of them.

It is considered identification valid in Spain the Passport and the official ID. You can also register with the Spanish Residence Permit (NIE) in force, if you are a foreigner who resides in Spain.

If you are a foreigner, you can register by presenting the Passport or Identity Card if you come from an EU country or from any of the following countries:

- Andorra, Iceland, Switzerland, Norway, Monaco, or San Marino.

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

The registration form must be signed personally 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 require, if it deems appropriate, the identification of the applicant and the companions in the accommodation. Likewise, the entry into the Hotel of any person not registered in the Police Registry is prohibited, 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 out the registration card. These data must be provided by the user in its entirety, or by the Hotel, based on the data that appear in the identification documents provided for such purposes by the client.

In compliance with current regulations, the identification data provided by the client to the Hotel will be communicated by the latter to the Authorities, as established by Law.

ADMISSION DOCUMENT (WELCOME)

This establishment, once the person or persons are registered, will issue an admission document (commonly called "welcome"). This document will formalize the admission, collecting the name of the client, 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, as well as the dates of entry and departure.

The user must accredit its condition, showing the admission document, when require.

The admission document serves to accredit the tourist accommodation contract and shall have the value of proof for administrative purposes and has to be signed by the interested party to formalize

their admission. The original signed document shall remain in the possession of the establishment that will keep the time legally set to disposal of the tourist inspection, delivering a copy to the guest who signs it².

With the signing of the document, the client confirms that all the data provided are true, accepting the terms and conditions expressed therein.

The signing of the admission document implies acceptance of these Regulations, its rights and obligations and will oblige to observe the rules contained therein and those dictated by the Management on safety, coexistence, and hygiene for an adequate use of the establishment, its facilities and the equipment of the Hotel.

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

Users may freely access to the establishment and remain in it, with the limitations contained in the legislation and in this Regulation.

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

They also have the right that, in these services, their security is guaranteed, that the services correspond to the agreed conditions, to be delivered invoice with the regulatory formalities for the services contracted directly to the Hotel, to confidentiality in the processing of their information in accordance with Data Protection Regulations and that, if they wish to make a complaint, claim or denunciation, they will be 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 this Regulation and the payment of services.

The Rates with the prices and conditions of the different types of accommodation, of the services of restoration, bars, conditions of use of safe boxes and complementary services offered by the Hotel, are available at the reception to users who request them, as well as in the Directory of Services that is provided to the hotel guests.

The complementary services offered and provided in this establishment by other persons or entities, the detail of their programmed schedules, their prices and the conditions of use, are also detailed

² The **Tourist accommodation contract** It is that mutual agreement between the operating company of the hotel establishment and the user of the same that, concluded in person or remotely, includes, among other aspects, the conditions under which the accommodation services will be provided as well as, where appropriate, the complementary services. This contract will be subject to the provisions in force regarding obligations and contracts, and where appropriate, those that regulate electronic commerce.

in reception and shall be formalized in their corresponding documents and shall be settled in accordance with the agreed conditions.

The hotel establishment is not responsible for the conditions related to services provided outside the hotel establishment, such as price, use of tools, equipment, and other services, nor for the behavior of personnel outside it, unless expressly stated in its conditions and rates. The legal or natural persons who, on their behalf, provide complementary services in the premises of the Hotel, are responsible for its staff and its behavior, its operation, maintenance, price regime and everything inherent to their own services. The Hotel will inform the client about the identification of the owner of this type of services.

Of all the services and activities, you will find information in the Directory of Services existing in the rooms, which includes the information of all the services available.

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 the mentioned hours, also when the maximum authorized capacities are exceeded or when they are requested within the limits of admission, thereby harming the work programming of mentioned services.

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

In case that the customer will not be found at the property, the staff will make sure that the message or package is delivered when the customer returns, verifying it with the client.

The rooms or common spaces of the hotel may not be used for uses other than lodging and / or contracted services, neither by the client or his companions, nor by third parties. Consequently, these rooms and / or common spaces may not be used for activities such as conducting interviews, filming, taking images for promotional activities, photo shootings, 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 the mentioned Management and the regulations that are applicable to the activity in question.

ARTICLE 3º.- BILLING AND PAYMENT

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

All services provided directly by the Hotel will be supported by an invoice or ticket issued for this purpose. It is important to remember the inescapable need to contribute the data Tax Necessary for power issue the invoice with the correct data (Natural persons: two surnames and full name, DNI, NIE or

Passport, postal code, postal address and Country; in the case of legal persons: the same, but with VAT Number and full fiscal name).

The minimum billing for accommodation will be the amount of an overnight stay or day, understood to be completed at 12:00 hour, following day of the date of arrival.

The payment methods accepted by the Hotel are:

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

The cash payment will be made in euros and may not exceed the amount of 999.99 euros, as established in <<Law 11/2021, of July 9, on measures to prevent and combat tax fraud, transposing Council Directive (EU) 2016/1164, of July 12, 2016, establishing rules against tax avoidance practices that directly affect the functioning of the market Internal, modification of various tax rules and in the field of regulation of gambling>>³.

The Hotel reserves the right to accept €200 or €500 notes.

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 the products that are offered in the hotel room, (for example the contents of the minibar) and that the client consumes, will be charged the price that appears in the price list available in the room.

All rooms are fully equipped with elements available to the guest for use and enjoyment during their stay (for example, bathrobes, towels, bed linen, hangers, hairdryer, decorative elements ...). In case of detecting the absence of any of these movable items at the departure of the client, the Hotel reserves the right to charge the replacement value of the good plus the expenses associated with the replacement.

The invoice may be presented by the Hotel before of what end the contracted stay, if during the same the services enjoyed (either for accommodation, extras or both) reach or exceed the sum of 500 euros.

The establishment may require its customers, at any time and upon 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 customer before the end of the contracted stay, it will not exempt the client from paying all the reserved days and the contracted services.

Before 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.

³ Law 11/2021, of 9 July, Chapter XV, Art.18: Transactions in which any of the parties involved acts as an entrepreneur or professional, with an amount equal to or greater than 1,000 euros or its equivalent in foreign currency may not be paid in cash.

ARTICLE 4º.- PRIOR GUARANTEE OF PAYMENT

The Hotel may request prior guarantee of payment by credit card for the contracted services, in accordance with the applicable legislation both for the entire reservation including taxes and tourist tax that may be applicable, as well as for the extras.

This guarantee can be extended to damages or defects that occur in the facilities, furniture and elements of the establishment due to negligence or misuse of customers.

For this purpose, the Hotel may ask the guest at his entrance, or at the time of making the reservation, a credit card number where, in case of non-payment of invoice, the amount of that invoice can be charged.

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

The Hotel is reservation the right, in the event of any type of damage, deterioration or subtraction 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 the corresponding compensation from it.

The Hotel may also make a charge or a pre-authorization for the amount of the first night contracted 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.

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

ARTICLE 5º.- PERIOD OF OCCUPATION OF ACCOMMODATION UNITS

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

As a general rule, the occupation of the accommodation room starts at 12:00 p.m. on the first day of the contracted period and ends at 12:00 p.m. on the day indicated as the departure date. However, on peak occupancy dates, when there are more arrivals and departures, it may not be possible to dispose of all rooms at that timetable by issues of availability and times of cleaning purposes so it may be delayed up to four hours making available to the user of the unit of accommodation.

The provision may also be delayed 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 according to the normal rules of occupation.

We ask that the client communicate their arrival time and their travel plan to have a forecast by the Hotel. Likewise, the client must take into account that, if does not appear at the Hotel without prior communication or without attending to possible special conditions in the contract, the Hotel will consider the reservation as "no show". In this case, the reservation will be canceled in its entirety, charging 100% or the amount pending payment of the reservation. Notwithstanding the foregoing, the reservation will be maintained as long as the client has communicated it pertinently. The client is requested to carefully read the previously agreed booking and cancellation conditions.

In the case of groups of 20 or more people, the property may set the check-out time to be prior to 12:00 pm, having agreed previously this condition.

For possible changes, both for occupancy and for extension of the appointed time, ask at 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 your request whenever availability allows it, duly informed 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, having to issue a new document with the updated conditions, which must be accepted and signed by the client.

The extension in the occupation for a longer time than described, without prior agreement, will cause the duty to pay one more day, under the contractual conditions that the establishment has for that day.

Notwithstanding the foregoing, the client may not extend the days of stay contracted, unilaterally and without agreement with the Hotel, due to the serious damage that this may cause to other customers with reservations, and the Hotel staff may request the assistance of the agents of the authority to evict customers who fail to comply with the above.

In the case of the customer leave the room the departure day before the hour established for the Check-Out, no reimbursement of the total amount of the stay will be made by the hotel. If the client reduces all or part of the number of guests of the reservation is decision of the Hotel apply or not refunds. If the room is marked as non-refundable or similar, a charge of the entire amount of the reservation will be made.

If the agreed term of the accommodation has expired, and after twenty-four hours and having left the client his belongings inside the room and it is not possible to locate him by the usual means, the Hotel may suspend or terminate the accommodation contract, as the case may be, and proceed to collect the luggage or seek the assistance of the Security Forces for it. The collection will be made as provided in Article 18 of this Regulation.

ARTICLE 6º.- NUMBER OF PEOPLE BY UNIT OF ACCOMMODATION AND VISITS

NUMBER OF PERSONS PER ACCOMMODATION UNIT

As a rule, people will not be allowed to stay in a room that exceeds the contracted quota in quantity. Thus, the stay of two people in a double room that has been hired as a single will not be allowed.

For security reasons, an occupancy of more than four people per room (Maximum 2 adults and 2 children under 17 years old or 3 adults) is not allowed, or where appropriate, the maximum possible number according to room format and type of reservation.

Otherwise, the Hotel will be entitled to charge the fixed rate for the actual number of people who are using the room and, at the same time, to terminate the client's stay immediately.

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 two. Baby cots are available upon request and must be confirmed by the property.

For the purposes of the rate, the consideration of child responds to the age range between 2 and 11. From the age of 12, they are considered adults.

In relation to the maximum hotel capacity, children between 2- and 11-years old count as effective occupancy.

No person has the right to give accommodation to another without the prior consent of the Hotel and if it is agreed, 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 them be allowed to the rooms. If the user wishes to receive visitors, the Hotel has spaces for it in common areas.

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 provides services and products according to its category. Whatever these are at any time, it is specified on the official website of CABOGATA BEACH (UNCI XXI, S.L.), <https://www.cabogata-beach.com>, which also indicates that special requests will be accepted.

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

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

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 liability in case of personal accidents due to negligence or imprudence of the guests or their companions, as well as on any object or the client that has not been under specific document of custody.

In the case of technical deficiencies beyond the control of the Hotel, it commits to manage its solution causing the slightest inconvenience for the customer.

The furniture and goods of the rooms, as well as the rest of the facilities, are part of the services provided and have been willing with the intention to make the stay of the customers as pleasant as possible, so please use them properly and respectfully. In all case, are property of the establishment. In case of loss, subtraction o deterioration unjustified of the mentioned items, the establishment reserves the right of demand the corresponding payment.

Without prejudice to the right of admission, hotel guests may, in general, access the services and facilities 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 cleaning of the rooms is done daily. The cleaning hours of the rooms are from 08:00 to 17:00 hours. Guests who do not make their rooms available during those hours will not be able to have their cleaned rooms.

If you want your room fixed, hang the "please fix the room" sign on the outside of your room door.

If you do not want to be disturbed, hang the "please do not disturb" sign on the outside of your room door. When the notice exceeds 48 hours uninterrupted, the hotel staff will proceed to telephone the room to check if everything is going well; in case of no response, for security reasons, staff will arrive in the room.

If, on the other hand, a response is obtained, it will be agreed with the guest, the moment in which the cleaning can be carried out, which cannot be delayed beyond the next day and this after verifying that the room is in perfect condition and the cleaning can be delayed.

The change of sheets is performed every 3 days, unless the customer requests a lower frequency, which in any case will not exceed 1 daily change. The towels wanted to be replaced will be left on the bathroom floor. In case you need towels, change of sheets, replacement of set of welcome or cleaning of the room at one specific hour within cleaning hours, you must contact reception.

ARTICLE 9º.- LAUNDRY-DRY CLEANING AND IRONING SERVICE. SEWING SERVICE.

LAUNDRY-DRY CLEANING AND IRONING SERVICE

In every accommodation there is information of laundry, dry cleaning and ironing service, their prices, opening hours, delivery and return of garments.

Laundry and ironing service (if delivery is made before 9:00 a.m., the return of the garment will be made within a maximum period of 12 hours).

Chemical cleaning / dry cleaning (if delivery is made before 9:00 a.m., the return will be made before the next 24 hours, except for requests made on Saturdays, Sundays, or bank holidays). In the case of requests during Saturdays, Sundays or bank holidays, the guest will be informed about the estimated return period, if this would mean a delay with respect to the deadlines established in a standard way.

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

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

SEWING SERVICE

If you need any of these services, contact Reception where you will receive plenty information about them.

ARTICLE 10º.- PARKING SERVICE

The Parking is a service for residents of the Hotel or occasional visitors. It will be conditioned 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, stolen goods, or damage caused 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 room there is a safe deposit box for the custody of valuable items. In the directories that exist in these accommodations their conditions of use are established.

The system of aperture/closing of the safe box in the room depends exclusively on the guest and the contents are under their responsibility and custody. The Hotel is not responsible for the value of the objects deposited in it.

If you are staying with sums of money and / or valuables of substantial amount, we recommend depositing them for safekeeping, upon delivery of receipt, in the General Safe of the establishment, which you can request at Reception.

The Hotel is not responsible for any type of theft, stolen goods or loss of objects or sums of money not deposited, under receipt, in the mentioned General Safe or at Reception.

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

ARTICLE 12º.- MEDICAL ASSISTANCE AND FIRST AID

If your skills physical is limited or you are sufferings illness or contagious diseases, please let the staff from reception know upon arrival the earliest possible so that the Hotel can, in turn, take the appropriate measures that may be necessary.

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 he can be attended or, where appropriate, transferred to the appropriate place, being the cost at the expense of the guest himself.

If the client who becomes ill is not able to act for himself, or there is not a person who can act for him, the Hotel will take care of the necessary arrangements so that he can receive medical help. The Hotel may require the client to pay the expenses incurred by the hotel.

In the event that the customer suffers (or is likely to suffer) from an infectious process or other disease or is in such conditions that it is or may be dangerous for persons staying at the Hotel, the Hotel is entitled to withdraw from the contract with immediate effect and oblige the customer to leave the Hotel immediately. For the specific case of Covid-19 infection, the Hotel has established a special procedure that is explained in the Services Directory, available to the guest.

III. RULES OF COEXISTENCE AND HYGIENE

ARTICLE 13º.- SMOKERS

This Hotel is a "Smoke Free Space" so smoking is prohibited throughout the establishment, extending the Smoke Free area to all rooms. Smoking is only allowed outside the Hotel and in the areas specifically enabled and marked for it, so please put out your cigarette before entering, making use of the ashtrays that you will find for this purpose.

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

In the event that a guest smokes inside the room or in any other area of the Hotel not authorized to smoke, may be prevented from staying, denounced and / or passed on damages.

In any case, 200 euros per day + VAT or equivalent tax will be charged in your account and will be paid at the time of Check-out for cleaning and deodorizing the room or area in question.

Cleaning and smoke removal charges may be subject to changes.

ARTICLE 14º.- FOOD AND BEVERAGE REGIME

SCHEDULES

- The main restaurant hours are as follows:
 - ❖ Buffet breakfast: from 07:30 a.m. to 11.00 a.m.
 - ❖ Buffet dinner with show-cooking: from 8:30 p.m. to 11:00 p.m.

- The schedule of "OLÉ" (Bar Tapas) is as follows: Open daily from 11.00 a.m. to 00.00 a.m.
 - ❖ Service of Restaurant: from 13:00 p.m. to 10:30 p.m.
 - ❖ Bar and Cocktail Service: from 11:00 a.m. to 00:00 a.m.

- "PATISSERIE DE LA MER". Open daily from 11:00 a.m. to 12:00 a.m.

- "CITRUS" (Pool Bar): Open daily from 10:00 a.m. to 01:00 a.m.
 - ❖ Restaurant Service: from 1:00 p.m. to 4:00 p.m.
 - ❖ Bar and Cocktail Service: from 10:00 a.m. to 1:00 a.m.

- "ORIGEN": High Gastronomy, Open Thursday, Friday and Saturday from 08.30 p.m. to 11:00 p.m.

The hours and closing periods of some restaurants and bars are subject to variation depending on the time of year.

The pension regime contracted is personal and non-transferable. It is not allowed to take food, food or drinks from the hotel dining rooms.

The entry of food and drinks (except baby food) is not allowed to the rooms and / or public areas of the hotel unless they were purchased within the hotel facilities, in the bar or restaurant of the Hotel; otherwise the hotel, at its choice, may demand the withdrawal of the mentioned food and / or make an additional charge (for the bottle uncorking service, cutlery service, or for other services performed by the establishment in connection with this matter).

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

The Hotel, in addition, is not responsible for the goods that may be introduced into the Hotel in contravention of what is mentioned here.

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

EARLY BREAKFAST SERVICE :

If you must leave the hotel before the restaurant opens, we can offer you a cold picnic breakfast for early risers. To request it, contact Reception by dialing 9, the day before your departure.

ARTICLE 15º.- CLOTHING AND CHANGING ROOM

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

Likewise, herself Must respect the standards of dress What Can Especially demanding in Certain Sectors of the Hotel how the Bar the Restaurants or that require special occasions or events to be held within the Hotel facilities.

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

Neither herself Allows the transit or Visit to the facilities of the Hotel without wearing any clothing or with inappropriate attire, such as, but not limited to: getting off in bathrobe o pajamas a the reception circular in the Hotel with the torso naked.

Access to the restaurant or buffet or dining rooms of the Hotel, and other common areas, with work clothes, bathroom, wet clothes, shirtless and without shoes is not allowed.

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

ARTICLE 16º.- ACCESS OF ANIMALS

The Cabogata Beach hotel accepts companion dogs up to a maximum of 6 kilograms in weight, except in the case of guide dogs or unless expressly decided by the Hotel Management. The admission of the pet is subject to an additional cost, daily.

In any case, the person who introduces an animal and / or its owner, will be jointly and severally liable for all deterioration, damage or breakage that the animals cause in the things, goods and / or facilities of the Hotel and / or to the guests and / or visitors of the same of the Hotel.

The hotel does not accept pet breeds deemed by the authorities to be potentially dangerous.

The owner of the pet must provide an updated vaccination card.

The pet must always be attended by the owner and conveniently held by leash.

Pets cannot be alone in the room.

Pets are not allowed in restaurants, pools, or indoor areas of the hotel where meals are served.

In the event that the pet causes discomfort to other guests, the hotel management reserves the right to veto the access of the pet to all areas of the hotel.

The owner of the pet must submit a copy of the third-party liability insurance and is fully liable for damages to persons caused by the pet you own and, In any case,, You must present a copy or policy number of the civil liability insurance that covers these damages.

The owner of the pet is responsible for paying the amount related to damage to hotel objects or facilities caused by the pet of his property.

ARTICLE 17º.- 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 to the areas they attend, the activities they develop and also 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 Hotel facilities during their stay, so they must ensure that good use of the facilities is made and above all, respect the common areas, avoiding running through the corridors, shouting in restaurant areas; In short, avoid any type of behavior tending to disturb the tranquility of the rest of the guests.

Minors cannot use the elevators without the company of an adult.

There are certain areas of the Hotel as well as activities that are restricted to unaccompanied minors. Please inquire at Reception about which areas are subject to restrictions (e.g. Turkish bath, sauna, etc.).

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

According to 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 18º.- LOST AND/OR ABANDONED OBJECTS

The objects What herself Find in the Rooms o remainder of Areas of the Hotel, once terminated or, where appropriate, suspended the period of accommodation of a client, shall be withdrawn after completion The inventory of them will be signed by two witnesses.

Objects will be at Provision of the client who had them lost and/or abandoned, Can be Collected in the Reception the Hotel. To make an appointment pickup, the customer Must send an e-mail to repcion@cabogatabeach.com for Make sure that the Hotel has the object lost Available for delivery.

To ensure that the location of the object is as agile and effective, the client must inform of all those data referring to the description of the object that had been lost and other circumstances surrounding its loss or abandonment.

In the event that 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 (D.N.I., 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 time this fact has been notified reliably to the address provided by the user of the establishment so that the forgotten object is returned (request for return with its 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 term will begin to count from when 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 unclaimed belongings, as it deems most appropriate.

ARTICLE 19º.- STANDARDS OF USE

- TOWELS: It is forbidden to use towels and other garments in the room for outdoor use.
- WASHING AND DRYING OF CLOTHES: It is not allowed to wash clothes in the rooms or hang clothes inside the room, or on the windows or railings of the terraces, or in the corridors. There is a space enabled for it (hanger) on one side of the outdoor terrace of the room.
- SILENCE: From 00:00 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 respect of the rest of the guests or visitors. Likewise, the use of speakers of any kind in the common areas of the hotel is prohibited.

- 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 intellectual property laws) and preserve the condition of the hardware and software devices.

- SECURITY DEVICES: In order to guarantee the safety, privacy and tranquility of users, this hotel establishment has technical video surveillance devices in strategic areas for security, whose images may be made available to the authorities in the cases provided by law.

- FIRE EXTINGUISHERS: Enough fire extinguishers and smoke detectors are installed in the Hotel to be used in a possible accident. In such circumstances, the instructions marked therein must be followed and guests must give notice at the Hotel Reception.

- ELECTRIC CURRENT: The electrical installation of your room is 220 volts.
 - Is left strictly forbidden for guests use electric current and the equipment mechanical installed in the room for other purposes that are not for what are destined.
 - The security measures of the Hotel strictly prohibit the use of hair straighteners, curling irons and other electrical, gas or other appliances that may cause a fire anywhere in the Hotel and in the rooms.

 - To help save energy, you will need to turn on the air conditioner with the doors and windows closed. The automated system available for the installation of the hotel It will automatically stop the air conditioning, in the case of being open a door or window.

- CAMERAS AND OTHER IMAGING DEVICES:
 - It is forbidden to take photographs-videos in which other guests or employees of the hotel appear, much less if minors, people in swimsuits, or other people who have special

characteristics, such as mobility difficulties, Down syndrome, or other characteristics, for example those that could indicate religious beliefs.

- It is forbidden to make photographs-videos of the staff of the establishment in the exercise of their functions, unless the employee himself had given his consent, for example, to make a photo-video with an animator, or waiter, or others, in which the employee is clearly seen to pose for the photo.
- The photos-videos made by the guests in which other guests, or an employee of the hotel can be identified, would only be allowed to be used in the family home, and their publication in any physical medium (documents, articles, brochures ...), electronic (example: email), Internet (Web, social networks, blog, rating pages of establishments such as TripAdvisor or similar) is totally prohibited.
- Any unauthorized use of the image of a guest or employee may result in a crime.
- RULES OF USE OF THE SPA:
 - Due to Health reasons, the Hotel reserves the right to close temporarily part or all the facilities.
 - Before making use of the facilities and proceeding with your reservation you must inform the receptionist, if you suffer from high blood pressure, allergies, ailments, physical disabilities, pregnancy or think you could be. This information will allow us to offer you the most appropriate treatment for your needs.
 - It is not allowed the use of the SPA facilities by anyone suffering from an infectious disease transmissible through water or surface.
 - We promote an atmosphere of well-being and harmony for our guests, silence is requested.
 - The use of cameras, camcorders, radios, or mobile phones is not allowed.
 - It is not allowed to smoke, the entry of food or any type of drink as well as glass objects.
 - You are in danger if you use the Spa facilities under the influence of alcohol or drugs.
 - It is recommended to arrive 10 minutes in advance as a courtesy to other customers. No more time than established for late arrivals will be allowed.
 - It is not allowed to enter the Spa with shoes and street clothes.
 - Take a shower before using the facilities is required.
 - The Spa facilities have a therapeutic use. Please do not use soaps or bath oils.

- We have at your disposal custody of objects (do not leave objects inside the changing room).
- For personal hygiene we recommend the use of towel or bathrobe inside the Finnish sauna, Turkish bath, and hammocks of the enclosure. These must be returned in the same place where they were obtained.
- Please use the stairs, do not go down wet to the access to the Spa facilities. You may slip and fall.
- The Turkish bath is equipped with devices on the sides where hot steam comes out, do not touch, or bring the legs closer.
- Children under 12 years of age are not allowed to access alone. (From 12 to 18 years old a document of responsibility of minors must be completed by the parents or legal guardian).
- The center reserves the right of admission.
- The staff of the center monitors compliance with the rules and will expel those who violate them if necessary.
- All reservations must be canceled 24 hours in advance.

IV. RULES OF ADMISSION

ARTICLE 20º.- RIGHT OF ADMISSION.

The Hotel is privately owned, for public use and free access, with no restrictions other than those established in current regulations, the rules of these Regulations, and, in any case, the rules of good co-existence and hygiene.

The Hotel is not responsible for the behavior of guests, or objects, substances or materials that they may introduce into the room, since it is not authorized to check luggage, but reserves the right to notify the authorities of any reasonable suspicion of crime.

The public may not enter or stay in 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 Regulation of Shows and Recreational Activities, extending its field to all types of establishments intended for the public, regardless of whether they are public 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 the minimum age established to access the premises is lacking, according to current regulations.
- When the person who intends to access has not paid the ticket or locality in cases where it is required.
- When the person manifests violent attitudes, especially when he behaves aggressively or provokes altercations.

- When the person carriage weapons, and objects susceptible to be used as such, unless in accordance with willing in every moment by the specific regulations applicable of members of the Forces and Corps of Security 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 in today's society and that, for this reason, may cause discomfort to other people. In particular, access will be prevented, or where appropriate 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 drunk.
- When proceeding to conduct without modesty, emit shouts or cause notoriously high sounds that disturb other guests, disturb the tranquility in the Hotel or the normal development of the establishment
- When adopting measures or attitudes against the health and cleanliness of the establishment.
- When the rules for the prevention of contagion by COVID-19 (use of masks, safety distance, etc.) are breached, or by any other virus that arises in the future, established by the applicable regulations at any time.
- When the normal social coexistence of the establishment is violated or it is caused, by itself or by persons for whom they must respond, any type of inconvenience 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, including your own companions or act rudely or aggressively against any of them.

- When you do not pay the services or benefits when you are required to pay.
- When you proceed to remove objects or goods belonging to it from the Hotel, either from the room or other sectors without the express consent of the Hotel.
- When proceeding to damage or deteriorate, totally or partially, the facilities, accessories, goods, services and supplies of the Hotel, or 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 the occasion of your stay or transit in the hotel establishment.

Likewise, the access and / or permanence of those persons who refuse to comply with the legal obligation to complete and sign the forms of Part of Entry of Travelers, with all the data required in them (including the type and number of identity document), in accordance with the provisions of Organic Law 1/1992, will be prevented. of 21 February, on the Protection of Public Safety, and in Order Int/1922/2003, of 3 July, of the Ministry of the Interior, on register-books and entry parts of travelers in catering establishments and other similar.

When the circumstances indicated occur or by the persons one or more of the restrictions listed above are incurred, the personnel responsible for the establishment may require them to leave it, after payment, where appropriate, of the accounts they have pending 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 it, 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, to people who are not registered as users, banquet attendees, conventions, etc. or that incur in the cases provided for in this article as a reason for denial of access.

ARTICLE 21^o.- OBLIGATION OF PAYMENT IN CASE PROHIBITION OF ACCESS OR OF EVICTION.

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

ARTICLE 22^o.- CIRCULATION AND SOJOURN 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 rooms or reserved or private 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 considered those for the exclusive use of the staff of the establishment, access corridors to administration offices, kitchens, warehouses, staff changing rooms and other service premises.

ARTICLE 23^o.- SAFETY RECOMMENDATIONS.

The Management of the establishment recommends:

- Monitor and control your luggage and personal belongings in public areas, in order to avoid loss and / or possible theft. Don't leave it unattended.
- Close the door to your room when you leave it and try to open it again to make sure it is properly closed, even if 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 the key to your room. 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 you notice, such as: suspicious people in the hallway, repeated phone calls from people who do not identify themselves, knocks on the door of your room from people unknown to you, or not finding anyone at the door when you come to open it.
- Please do not bother if you are asked in Reception or any other department that is identify.
- Do not display jewelry, money, or valuables in your room.
- Don't invite strangers to your room or tell them her number.
- Do not allow maintenance 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 establishing social relationships with strangers, do not reveal your hotel name or room number.
- Do not discuss specific plans for future excursions, outings etc... in public or with strangers.
- Do not keep the room opening card with any documents indicating the property or room number.

- Do not show your room key in public places.
- If some kind of deterioration or anomaly is seen, please contact reception.

Respect the areas in which the rooms are located during night and nap 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 the facilities of the Hotel. We appreciate your participation in case during your stay at the Hotel, any casualty 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. The Hotel has specific utensils for use in these areas.

ARTICLE 24^o.- RIGHTS AND AUTHORITY 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 his or her behavior or habit.
- Require due respect and compliance with the rules of behavior, etiquette and dress.
- Insist on compliance with the provisions of this Regulation.
- Apply specific sanctions to the offender, such as 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 is reservation the exercise of their right of admission and permanence and in exercise of the same may forbid the entrance of those people What have previously violated this Regulation and/or those who do not comply with the requirements listed above.
- Communicate and notify the competent public authorities to carry out the necessary intervention.

The Hotel Management will apply the sanctions taking into account the following criteria: the seriousness and nature of the infraction and the circumstances of the fact; the repetition of conduct of the offending subject; 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 offender can be considered by him or by other customers or visitors, as a right not to be sanctioned in the future for similar causes or for other infractions committed.

In the event that any recipient totally or partially fails to comply with the rules or regulations of this Regulation, in addition to being sanctioned, the offender will be obliged to compensate for the damages caused.

In any case, the infringer must hold harmless from any damage to the Hotel for any claim or claim that any third party directs against the hotel establishment as a result 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 recipients, but an ideal means of guaranteeing all its customers the excellence and quality of services of the Hotel.

In no case this Regulation may 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 faculty possessed by the Hotel to dictate any other norms or rules (that complement, expand, modify or replace the norms established herein, or establish new rules for regular the use or use of specific sectors of the establishment or the manner in which addressees of this Regulation or other potential addressees are to behave, conduct themselves and present themselves in any sector o installation of the establishment) is own of his right of property and/or his responsibility by the operation with respect to the rights of its guests or customers. This faculty is typical of the responsibility of the operating company of the Hotel that must ensure the proper functioning of the services, with respect to the rights of its guests or customers.

Conformable an all the previous the holder of the Hotel may prevent the Permanence of the client and / or his companions in the establishment, and dispose directly of his room, without the need for any judicial procedure, 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 Form.
- Failure by the client and / or his companions of any other of the obligations established in this Regulation or in the current regulations that are applicable.

In Such Cases the customer or their Companions Are Forced a leave the room y the remainder of Dependencies of the establishment of form immediately after being required to do so by the Management.

If the client refuses to such abandonment or reacts in such a way that it 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 from the client the amounts 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 addressees 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 25.- DATA MANAGEMENT

The Hotel, in order 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 manner and undertakes to comply with current legislation on automated data processing.

We inform you that the person responsible for the processing of your data will be the commercial company operating the Hotel Cabogata Beach:

- **UNCI XXI, S.L.**, CIF: B57211401, domiciled in Calle Juegos de Casablanca, s/n, 04131 El Toyo (Almería).

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 current laws.

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 www.hotelcabogatabeach.com/es/Politica-de-privacidad/, which is available in several languages, Spanish prevailing in case of discrepancy, being the only legally binding language.

You can exert before the responsible their rights of access rectification, and deletion, in addition to other rights specified at the email address: privacidad@hotelcabogatabeach.com

For exert these rights the interested party must make a communication to the address exposed, indicating the right you want to exercise and attaching a copy of one document What the Identify Reliably, ID passport u another valid equivalent document.