

INTERNAL
RULES AND
REGULATIONS
OF THE
APARTMENTS

INDEX

INTRODUCTION

I. CHECK-IN AND ACCESS RULES

ARTICLE 1.- CHECK-IN AND CHECK-OUT AT THE APARTMENTS

ARTICLE 2.- GUEST REGISTRATION

ARTICLE 3.- ADMISSION OF MINORS

ARTICLE 4.- ORGANIZED GROUPS

II. APARTMENTS' RIGHT OF ADMISSION

ARTICLE 9.- RIGHT OF ADMISSION

ARTICLE 10.- COMPLIANCE WITH THE REGULATIONS AND RIGHT OF ADMISSION

ARTICLE 11.- PAYMENT OBLIGATION IN CASE OF DENIAL OF ACCESS OR EVICTION

III. OPERATING RULES OF THE SERVICES PROVIDED BY THE APARTMENTS

ARTICLE 12.- INFORMATION, RATES AND COMPLAINTS

ARTICLE 13.- APARTMENTS AND THIRD-PARTY SERVICES

ARTICLE 14.- HOUSEKEEPING SERVICE

ARTICLE 15.- LAUNDRY-DRY CLEANING, IRONING, TAILORING AND SHOE CLEANING SERVICES

ARTICLE 16.- PARKING SERVICE

ARTICLE 17.- MEDICAL ASSISTANCE AND FIRST AID

ARTICLE 18.- GYM

ARTICLE 19.- USE OF FUNCTION ROOMS AND EVENT SERVICES

ARTICLE 20.- RIGHT TO EQUALITY, DIVERSITY AND NON-DISCRIMINATION

ARTICLE 21.- ACCESSIBILITY, USE AND CONSERVATION OF FACILITIES

ARTICLE 22.- MOVEMENT AND STAY WITHIN THE APARTMENTS

ARTICLE 23.- SMOKING

ARTICLE 24.- MEAL AND BEVERAGE POLICY

ARTICLE 25.- DRESS CODE

ARTICLE 26.- PET POLICY

ARTICLE 27.- STAY OF CHILDREN

ARTICLE 28.- LOST AND/OR ABANDONED PROPERTY

ARTICLE 29.- RULES OF CONDUCT, USE AND SAFETY IN THE FACILITIES

ARTICLE 30.- SAFETY RECOMMENDATIONS

ARTICLE 31.- SAFETY, USE OF FACILITIES AND EVENTS

ARTICLE 32.- EMERGENCY OR HEALTH CRISIS RESPONSE PROTOCOLS

IV. PRIVACY POLICY

ARTICLE 33.- DATA PROTECTION

INTRODUCTION

The Apartments Hesperia Barcelona Fira (the “**Apartments**”) have established these INTERNAL RULES AND REGULATIONS (the “**Regulations**”) for the purpose of governing the internal operation of the establishment and the rules of conduct and use of its services and facilities by any guest, user or by the persons described in the following paragraph. These Regulations are available in several languages; however, only the version drafted in Spanish shall prevail in the event of any discrepancy in interpretation.

The Regulations are applicable and mandatory for: **i.** Apartment clients and guests and their visitors and/or companions; **ii.** users of services and facilities of the Apartments open to the public; **iii.** persons who occasionally access or circulate within the Apartments; **iv.** attendees at events held at the Apartments; and **v.** contractors, suppliers, organizers and other personnel involved in the development of such events (the “**Recipients**”).

The Regulations apply to all areas and spaces of the Apartments, whether for exclusive or shared use, without distinction, and are available to the Recipients on the Apartments' website, via the QR code containing general information about the establishment and at the reception desk, where they may be consulted at any time.

The rules and prohibitions set forth in these Regulations are mandatory and shall also apply to conduct which, although not expressly mentioned, contravenes their spirit or purpose.

The Apartments reserve the right to establish new rules that supplement, amend or expand those set out herein, particularly those intended to regulate the use of specific spaces or certain behaviours, in the exercise of its right of ownership and its duty to ensure the proper operation of the establishment, guaranteeing guests, employees, etc., an appropriate stay or working environment.

The Apartments reserve the right of admission and the authority to cancel reservations in the event of non-compliance with these Regulations, with basic rules of coexistence or in the event of disrespectful behaviour towards facilities and/or persons, under the terms set out below.

Any dispute arising from the application of these Regulations shall be subject to the jurisdiction of the ordinary courts of the place where the Apartments are located, with express waiver of any other jurisdiction that might apply, without prejudice to the intervention of the criminal courts where appropriate.

We thank you for choosing us and invite you to comply with these Regulations, prepared for your comfort, safety and well-being. Should you have any questions or require additional information, please contact the reception desk. For these purposes, the Apartments Director, together with reception staff and, where applicable, concierge services, are at your disposal during your stay.

I. CHECK-IN AND ACCESS RULES

ARTICLE 1.- CHECK-IN AND CHECK-OUT AT THE APARTMENTS

The Apartments provide a self check-in service where guest registration and admission procedures are carried out, as well as the handover of the apartment keys.

Check-in (the "**Check-In**") implies the mandatory identification of all occupants of the accommodation upon arrival and is available from 3:00 p.m., at which time the apartment key will be provided. In the event of early arrival, the Apartments may offer early Check-In where possible; however, key delivery shall be subject to apartment availability.

Check-out (the "**Check-Out**") marks the end of the stay and must be completed before 12:00 p.m. on the day of departure. At that time, the guest must return the apartment key and settle any outstanding charges.

Early Check-In and **Late Check-Out**, as well as any apartment changes requested by the guest, are subject to availability and entail an additional charge. Guests are advised to request these services in advance, preferably at least one day prior to arrival or departure.

The Apartments may assist guests with their luggage at the time of Check-In or Check-Out, if necessary.

ARTICLE 2.- GUEST REGISTRATION

In accordance with Order INT/1922/2003, Royal Decree 933/2021 and Article 25.1 of Organic Law 4/2015 on the Protection of Public Safety, all guests, whether individuals or members of groups, must be registered in the Apartments' Guest Register (the "**Guest Registration**").

For this purpose, each guest must present a valid identification document and complete the Guest Registration form provided by the Apartments, which shall be signed once duly completed. Registration is formalized by means of a declaration of responsibility, and the **guest shall be responsible for the accuracy of the data provided**, which shall be communicated to the competent police authorities. Consequently, the Apartments shall not be liable for the content thereof.

Guests over the age of 14 must personally sign the registration form. Details for minors under the age of 14 must be provided by the responsible accompanying adult, who shall complete and sign the registration form on the minor's behalf.

Any accompanying adult of a minor under the age of 18 must declare their relationship with each minor and, where they do not hold **parental authority** or **legal guardianship**, must submit a **written authorization** signed by the parents or legal guardians, together with any supporting documentation evidencing such relationship when requested.

For minors travelling with an adult as part of organized trips, the travel agency or tour operator must provide in advance the documentation accrediting the relationship or the corresponding authorization.

Only duly registered persons may access the apartments, unless expressly authorized by the Apartment Management.

Citizens of European Union Member States may present their national identity card or passport. Guests from non-EU countries must present a passport, except for nationals of Andorra, Iceland, Liechtenstein, Norway, Switzerland or San Marino, for whom a national identity document shall also be accepted.

The Apartments reserve the right of admission and may deny accommodation to persons who fail to comply with the obligations set forth in this article.

ARTICLE 3.- ADMISSION OF MINORS

Reservations and stays of minors travelling alone or without an adult with legal capacity to care for them are not permitted. Failure to comply with these requirements shall prevent the admission, registration and stay of the minor at the Apartments.

The accompanying adult shall always be responsible for the behaviour, safety and well-being of the minor, as well as for compliance with these Regulations.

The Apartments may inform the competent authorities of any situation detected that may affect the well-being or protection of the minor.

ARTICLE 4.- ORGANIZED GROUPS

Organized groups shall be those reserving 5 or more apartments for the same arrival and departure dates, regardless of the booking channel used. In such cases, the group **representative** shall be the natural or legal person who formalized the booking or contracted the service package with the Apartments, including, where applicable, travel agencies or tour operators.

The representative shall be the sole contact person with the Apartments and shall assume responsibility for coordinating the remaining members of the group, as well as ensuring compliance with these Regulations by all members.

The representative must provide the Apartments, prior to the arrival of the group, with a complete list of all members including the identification data required to expedite their inclusion in the Guest Register upon arrival, guaranteeing the accuracy of all information provided.

In the event of damage or breaches of these Regulations or any conduct attributable to members of the group, the representative shall be jointly and severally liable to the Apartments and must actively cooperate in identifying those responsible and in fully compensating for any damage caused, without prejudice to the legal actions that may be taken against the persons directly responsible.

ARTICLE 5.- ACCESS OF GUESTS AND NATURE AND USE OF ACCOMMODATION

Guests may access and remain in the Apartments provided that they comply at all times with applicable law and with these Regulations.

The Apartments constitute temporary tourist accommodation and are intended exclusively for stays of a maximum duration of thirty (30) consecutive calendar days. Under Spanish law, establishing habitual residence in a touristic Apartment is prohibited.

ARTICLE 6.- DURATION OF STAY AND USE OF APARTMENTS

Apartments shall be occupied exclusively during the nights booked and within the Check-In and Check-Out times established in these Regulations.

During periods of high occupancy (due to availability or cleaning schedules) or due to exceptional circumstances beyond the Apartments' control, apartment availability may be delayed by up to **three (3) hours**, without entitling the guest to any compensation.

If a guest does not arrive at the Apartments before 11:59 p.m. on the scheduled arrival date and has not previously notified a delay, the reservation shall be considered a "**no show**", leading to automatic cancellation and application of the agreed cancellation conditions, including, where applicable, charges corresponding to the first night or the total amount of the stay, in accordance with the applicable rate's cancellation policy.

Any extension of the stay beyond the contracted period shall require express authorization from the Apartments. If the guest remains in the apartment without such authorization, one additional night shall automatically be charged. If the guest also refuses to vacate the apartment, the Apartments reserve the right to request the intervention of the competent authorities to proceed with eviction.

The invoiced stay shall be the contracted stay, regardless of whether the guest decides to leave the Apartments prior to the scheduled departure date. In all cases, the guest must fully pay for all services consumed up to the effective departure date.

If a guest **is absent** from the Apartments for a period exceeding **seventy-two (72) hours** without prior notice, the Apartments may consider the stay terminated early, cancel the reservation and remove the guest's belongings from the apartment pursuant to Article 30 of these Regulations, following a reasonable attempt to contact the guest using the details provided at registration.

ARTICLE 7.- NUMBER OF OCCUPANTS PER APARTMENT AND VISITORS

The maximum number of occupants per apartment as stated in the reservation may not be exceeded. The maximum permitted occupancy shall be that established by law according to the category of the apartment booked. Any breach of this rule shall entitle the Apartments to automatically cancel the reservation and apply its right of admission, which shall entail the eviction of all persons occupying the apartment and full payment of the reservation.

Accommodation of third parties without the prior consent of the Apartments or failure to comply with the Guest Registration procedures required under applicable regulations is not permitted. External visitors must identify themselves at reception and shall not be allowed access to guest apartments. The Apartments provide common areas for receiving visitors. Management may order the immediate departure of any unauthorized visitor.

ARTICLE 8.- BILLING AND PAYMENT

The Apartments shall issue invoices in the name of the person who made the reservation, covering both accommodation nights and all services consumed or contracted.

Should payment be assumed by a third party, this circumstance must be expressly communicated during the check-in process.

The minimum billable unit shall be one full day, which shall be deemed completed at 12:00 p.m. on the day following arrival. The payment methods accepted by the Apartments are:

- i. Credit and debit cards (MasterCard, Visa, American Express, Maestro, Diners Club, UnionPay, JCB);
- ii. Bank transfers, exclusively for group bookings or when made at least 48 hours prior to Check-In;
- iii. Cash in euros, within the legally established limits. In accordance with Law 11/2021 on the prevention of tax fraud, cash payments exceeding €1,000 will not be accepted. The Apartments reserve the right not to accept €200 or €500 banknotes when the amount is significantly lower or when their use hinders the establishment's operations.

The cost of contracted services shall be paid upon presentation of the invoice, unless otherwise agreed.

Products and items placed in the apartment (such as towels, bathrobes or others) that are consumed or removed shall be charged at the prices indicated in the apartment or, failing that, at reception. If, at Check-Out, any such items are missing, they shall be deemed consumed or removed and included in the final invoice.

The Apartments may issue interim invoices during the stay if the accumulated amount for accommodation and/or additional services exceeds EUR 1,000.

The Apartments may also require payment at any time for services provided other than accommodation, upon presentation of the corresponding invoice.

In the event of an attempted departure from the Apartments with unpaid invoices, in whole or in part, the Apartments may request the intervention of the competent authorities.

II. APARTMENTS' RIGHT OF ADMISSION

ARTICLE 9.- RIGHT OF ADMISSION

The Apartments are a privately operated establishment open to public use, with free access subject to the conditions established by the Apartments in exercise of their right of admission. Access may be denied or restricted in the following circumstances:

1. Full capacity or closing time of specific Apartment areas or services;
2. Failure to meet age requirements, refusal to declare the relationship with a minor, non-payment of contracted services or refusal to complete the Guest Registration form in accordance with applicable regulations and these Regulations;
3. Violent, rude, aggressive, intimidating behaviour or provocation of disturbances;
4. State of intoxication, use or indications of use of illegal drugs or substances;
5. Carrying weapons or dangerous objects, except as authorized by law;
6. Wearing clothing or symbols inciting hatred, violence, racism or xenophobia;
7. Lack of personal hygiene or behaviour causing disturbance or danger to others;
8. Access or attempted access to restricted or staff-only areas;

9. Disrespectful behaviour or verbal or physical aggression towards staff, guests or visitors;
10. Sexually offensive behaviour, harassment in any form or discriminatory acts;
11. Theft, damage or deterioration of Apartments or guest property;
12. Dissemination of confidential Apartments information;
13. Unsanitary or health-violating conduct;
14. The making of excessive noise, shouting, banging on doors, running through the corridors or any other behaviour, particularly during nighttime hours, that disturbs the rest, peace or safety of the Apartments and its guests.;
15. Use of the Apartments for purposes other than normal Apartments use.

Where any of these circumstances arise, the Apartments may require the person to leave the premises upon settlement of any pending charges and may request the intervention of the authorities if necessary.

ARTICLE 10.- COMPLIANCE WITH THE REGULATIONS AND RIGHT OF ADMISSION

Total or partial non-compliance with the rules set forth in these Regulations shall entitle the Apartments, at their sole discretion and depending on the seriousness of the conduct, to adopt any of the following measures:

- i) invite the offender to modify their behaviour;
- ii) require compliance with the provisions of these Regulations;
- iii) request that the person leave a specific facility or cease the use of certain services;
- iv) expulsion from the Apartments in application of the right of admission;
- v) denial of future access to the Apartments or to certain Apartments facilities to persons who have breached these Regulations, pursuant to the right of admission and permanence; or
- vi) report the incident(s) to the competent authorities for their intervention, where deemed necessary.

The Apartment Management shall assess each case taking into account the seriousness of the infringement, the circumstances under which it occurred, the existence of repeat offenses or prior incidents, and whether warnings or previous measures have already been applied. The fact that a specific measure is not adopted in a given case shall not limit the Apartments' right to act in the same or different manner in similar or future situations.

Where a breach causes damage to the Apartments, the responsible party shall fully indemnify the Apartments for the losses incurred and shall hold the Apartments harmless from any third-party claims arising from their conduct or from non-compliance with these Regulations or with applicable law.

The Apartments may immediately terminate the stay of the guest and/or their companions or invitees, without the need for intervention by the competent authorities, in cases where the behaviour of the guest, companions or invitees is deemed serious, including, but not limited to, the following:

- i) total or partial non-payment of the invoice (see Article 8 of these Regulations);
- ii) occupation of the apartment by more persons than permitted according to the contracted apartment type;
- iii) refusal by the guest or their companions to complete and sign the Guest Registration form;
- iv) causing damage to the Apartments furniture, facilities or to third parties;

- v) engaging in fights or confrontation with Apartments staff;
- vi) harassment toward staff or other guests; or
- vii) any other serious breach of the obligations contained in these Regulations or in applicable law.

In such cases, the guest and/or their companions or invitees shall be required to vacate the Apartments immediately. Should they refuse to do so, or if the conduct may constitute a criminal offense, the Apartments shall contact law enforcement authorities. This shall be without prejudice to the Apartments' right to claim any outstanding amounts or compensation for damages caused by the behaviour of the guest and/or their companions or invitees.

ARTICLE 11.- PAYMENT OBLIGATION IN CASE OF DENIAL OF ACCESS OR EVICTION

In any of the cases referred to in the preceding article, the guest shall be required to pay all costs and services consumed up to the moment in which access is denied or the guest is requested to leave the Apartments.

III. OPERATING RULES OF THE SERVICES PROVIDED BY THE APARTMENTS

ARTICLE 12.- INFORMATION, RATES AND COMPLAINTS

Guests are entitled to receive accurate, complete and prior information regarding the services contracted. Rates, including final prices and taxes, as well as the conditions of accommodation and other complementary services, shall be available at the reception desk and on the official website, broken down by item, thereby ensuring the right to clear and transparent information.

The operating hours of the various services and facilities of the Apartments, including housekeeping schedules, may be modified depending on the season, level of occupancy or for maintenance reasons. Access to such services may be restricted outside the established hours.

Should guests wish to submit a complaint or claim, they may request the official complaint forms available at reception, in accordance with the provisions established by the competent authorities of the Autonomous Community. The submission of a complaint shall not exempt the guest from complying with these Regulations or from payment of the contracted services.

ARTICLE 13.- APARTMENTS AND THIRD-PARTY SERVICES

The Apartments offer a reception service seven days a week, throughout the year, with in-person assistance from 12:00 p.m. to 8:00 p.m. and 24-hour telephone assistance, and provide the services and amenities corresponding to their category. The services available at the Apartments at any given time, as well as any special requests, are detailed on the official website (<https://www.hesperia.com/apartamentos-hesperia-barcelona-fira>).

The accommodation price includes **basic utilities** (water, electricity, air conditioning and Wi-Fi), bed linen and towels, and housekeeping services. All apartments include a

complimentary bottle of water.

In the event of interruptions or incidents affecting basic utilities due to causes beyond the control of the Apartments, the Apartments shall use their best efforts to minimize inconvenience to guests; however, under no circumstances shall they be liable for any damages arising from such situations.

The Apartments may provide certain **complimentary services**, such as tourist information, wake-up calls, luggage storage or taxi arrangements.

The Apartments may, on a voluntary basis and with prior notice from the guest, manage the reception of **messages, calls, correspondence, packages or other items**. The receipt of packages shall be subject to prior notification by the guest of the shipment and its contents. The sending of dangerous, illegal or undeclared items is strictly prohibited, and the Apartments reserve the right to refuse any shipment that does not comply with these conditions.

In the absence of the guest, such items shall be stored for a reasonable period and delivered upon the guest's return. The Apartments shall not be liable for loss, damage or delays attributable to third parties, particularly in relation to external courier or transport services.

Services provided by **external companies** within the Apartments facilities shall be detailed at reception, including prices, schedules and conditions of use. These third parties are solely responsible for their services, staff and pricing and shall be duly identified in the areas where they operate.

Certain services or facilities may entail an additional cost and require prior booking or subsequent payment. Their use shall be **subject to prior contracting**.

ARTICLE 14.- HOUSEKEEPING SERVICE

The cleaning of the Apartments is carried out every 6 nights of stay, generally between 08:00 and 16:00. Where applicable, any additional cleaning service will be charged at €20 (VAT included). If the apartment is not available during that time slot, it will not be possible to carry out cleaning.

Bed linen and towels are changed at least every three days. If you require clean towels, a change of bed linen, or replenishment of the welcome set, an additional charge of €8 (VAT included) will apply for each service.

ARTICLE 15.- LAUNDRY-DRY CLEANING, IRONING, TAILORING AND SHOE CLEANING SERVICES

To request any of these services, as well as to obtain further information, guests should contact the reception of the Hotel Hyatt Regency Barcelona Tower.

ARTICLE 16.- PARKING SERVICE

The indoor parking area of the Apartments does not have a video surveillance system (CCTV) and is not permanently monitored. Its use is reserved exclusively for guests, at a cost of 25 euros per day and subject to availability.

ARTICLE 17.- MEDICAL ASSISTANCE AND FIRST AID

If a guest suffers from, or there are reasonable grounds to suspect that they suffer from, a contagious disease or any condition that may pose a risk to public health, they must inform reception as soon as possible so that the Apartments may adopt the necessary measures to ensure the safety and well-being of all guests. In such cases, the Apartments may temporarily restrict the guest's access to certain areas, in accordance with objective health and safety criteria.

Where medical services or competent health authorities recommend or order the transfer or admission of a guest to a healthcare facility, the Apartments shall be entitled to cooperate with such recommendations, including facilitating access to the apartment, coordinating the transfer and adopting the necessary measures to ensure safety. The Apartments shall not be responsible for medical decisions taken by healthcare professionals or authorities.

The guest's reservation shall remain valid until the originally scheduled departure date, unless the guest requests cancellation.

The Apartments are equipped with a **basic first-aid kit**, which does not include medication and is intended solely for emergency use.

Guests requiring medical assistance may request it from reception, which shall arrange contact with external medical services. The cost of such assistance shall be borne by the guest.

If the guest is unable to request assistance and no accompanying person is available, the Apartments shall arrange medical assistance and may subsequently claim reimbursement of the costs incurred.

The Apartments shall not be responsible for accidents occurring within their facilities (such as falls, impacts or insect bites) where these result from unforeseen circumstances or the guest's own negligence.

In the event of a guest's death, the Apartments may claim from the family members, heirs or paying party both outstanding amounts and additional expenses incurred, such as extraordinary cleaning or related services.

ARTICLE 18.- GYM

Guests of the Apartments may use the facilities of the **Metropolitan gym** (including sports facilities, spa, and sauna), located in a nearby building and operated by a third-party provider. Access is subject to a fee of €15 per person per day, applicable only if the guest identifies themselves as a guest of the Apartments at the reception of said sports centre.

Opening hours are Monday to Friday from 06:30 to 22:30, Saturdays from 09:00 to 22:00, and Sundays and public holidays from 09:00 to 21:00. Entry is prohibited to persons under 18 years of age. The use of appropriate sportswear and footwear is mandatory, as well as a personal towel for hygiene reasons and to protect the equipment. Smoking, as well as the consumption of food or alcoholic beverages on the premises, is strictly prohibited. Users are requested to return any equipment used to its proper place after finishing their workout and to use it with due care to prevent damage. For any incident or enquiry, please contact the gym reception.

ARTICLE 19.- USE OF FUNCTION ROOMS AND EVENT SERVICES

The Apartments make available to their guests various spaces and services, all located in the adjacent Hyatt Regency Barcelona Tower hotel, for the celebration of **events**. Their use is subject to prior reservation, availability, and compliance with the applicable conditions. The reservation of function rooms or specific areas requires the execution of the corresponding agreement and the advance payment of the agreed amounts, and their use shall be limited to the agreed time slots.

The Apartments offer **complementary services** such as banquets, coffee breaks, and special menus for corporate lunches or private celebrations, which must be contracted sufficiently in advance. The introduction of food or beverages from outside is not permitted without the express authorization of Management.

Furthermore, the establishment has **audiovisual equipment** for presentations, conferences, and meetings, the use of which must be requested in advance. The client shall be responsible for its proper use and for any damage caused to such equipment. All event attendees must comply with the rules set out in this Regulations, avoiding excessive noise or behaviour that may disturb other guests. Any damage caused to the facilities or equipment shall be borne by the organizing client.

The Apartments reserve the right **to cancel or interrupt** any event that fails to comply with the agreed conditions or the provisions of this Regulations, always ensuring the proper conduct of activities and the well-being of other guests.

IV. RULES OF COEXISTENCE, SAFETY AND HYGIENE

ARTICLE 20.- RIGHT TO EQUALITY, DIVERSITY AND NON-DISCRIMINATION

The Apartments guarantee access and equal treatment to all persons, without discrimination on the grounds of origin, sex, gender identity or expression, beliefs and/or ideology, disability or any other personal or social condition.

The rules set forth in these Regulations are intended to ensure a safe, respectful and inclusive environment for all guests and customers of the Apartments and shall not be interpreted as discriminatory in any way.

Any guest who considers that they have been subject to unequal treatment or have witnessed a situation of harassment may file a complaint with Apartments Management, which shall handle, process and investigate it impartially in accordance with the company's harassment protocol.

Guests may also use the Group's Ethical Channel: <https://hesperiaworld.integrityline.com/>

ARTICLE 21.- ACCESSIBILITY, USE AND CONSERVATION OF FACILITIES

The Apartments are committed to universal accessibility and have access areas and facilities adapted for persons with reduced mobility, including ramps, lifts and wide corridors.

Apartments' staff may access occupied apartments for purposes related to the provision of accommodation services.

Furniture, equipment and utensils in apartments and common areas form part of the services provided and must be used properly and respectfully. All such items are the property of the Apartments; in the event of loss, theft or unjustified damage, the guest shall pay the corresponding value. Guests are also responsible for the actions or damage caused by their visitors.

In the interest of sustainability and energy efficiency, guests must make responsible use of water, electricity, towels and bed linen. Excessive use resulting in abnormal consumption may lead to additional charges.

In the event of technical incidents beyond the control of the Apartments, the Apartments undertake to resolve them as diligently as possible, minimizing any inconvenience to guests.

ARTICLE 22.- MOVEMENT AND STAY WITHIN THE APARTMENTS

Guests may only move within and remain in the areas designated for their use, and access to private or restricted areas is strictly prohibited.

Users may only move within and remain in areas related to the use of the services they have contracted.

Restricted areas are those intended exclusively for staff use, such as offices, kitchens, storage areas, warehouses, staff changing rooms and other service areas.

ARTICLE 23.- SMOKING

Smoking is strictly prohibited in all the apartments, including terraces and balconies, in compliance with applicable public health regulations. These areas form part of the apartment and are not considered open-air spaces.

All apartments and common areas are equipped with **smoke detectors**. In the event that a guest smokes in an unauthorized area, the Apartments may apply a surcharge of EUR 300 plus VAT, corresponding to cleaning, deodorization and apartment restoration costs.

The Apartments may also require the immediate cessation of such conduct, report the incident to the competent authorities where applicable, and require the immediate departure of the guest in the event of repeated or serious breaches.

The Apartments appreciate guests' cooperation in maintaining a healthy smoke-free environment.

ARTICLE 24.- MEAL AND BEVERAGE POLICY

The operating hours of the food and beverage services offered, or that may be offered, at the establishment will be available and kept up to date at all times at the Apartments' reception. In general, the applicable hours are as follows:

- **Breakfast hours (served at the Hotel Hyatt Regency Barcelona Tower):**
 - Monday to Sunday from 07:00 to 10:30.

- **Self-service coffee station hours:**
 - Monday to Sunday from 07:00 to 10:00.

Food delivery services are not allowed access to apartments or common areas. Guests must collect their orders at reception. Apartments staff shall not be responsible for delivery or payments on behalf of guests.

The Apartments also provide a vending machine offering a wide variety of snacks and beverages.

The operating hours of the different services of the establishment may be modified depending on the time of year or due to circumstances requiring such changes.

The breakfast regime contracted by the guest is personal and non-transferable, and may not be assigned to third parties.

The Apartments reserve the right to prevent access to delivery personnel or external food providers.

The Apartments shall not be liable for food or beverages purchased from third parties.

Guests consuming **alcoholic beverages** must do so responsibly. The Apartments reserve the right to refuse service to guests whose behaviour indicates inappropriate or excessive consumption.

ARTICLE 25.- DRESS CODE

Guests must always wear appropriate attire when moving around the Apartments, including covering the upper part of the body and wearing footwear in indoor areas.

It is strictly prohibited to enter or remain in the Apartments wearing clothing or symbols that promote violence, discrimination, racism, xenophobia, sexism, fascism, homophobia or any form of hate.

ARTICLE 26.- PET POLICY

The Apartments are **pet-friendly** and allows **pets** under certain conditions. Dogs (except those classified as potentially dangerous under Royal Decree 287/2002) and cats are permitted, with a maximum weight of 40 kg, subject to an additional fee.

Guide dogs or assistance animals duly accredited, as well as dogs belonging to security forces or armed forces when on official duty, are exempt from this charge in accordance with applicable regulations.

The guest must at all times possess the **identification and health documentation** of their pet, including microchip identification and a valid veterinary passport or vaccination record, in compliance with Law 7/2023 on animal welfare. The Apartments reserve the right to request such documentation.

Where required, the owner must also hold valid civil liability insurance covering personal injury and property damage, which may be requested by the Apartments. Failure to provide the required documentation shall result in the obligation to leave the Apartments.

Only one pet per apartment is permitted. Pets must remain in the apartment or in authorized transit areas. Prior request and confirmation by the Apartments are required, and a specific agreement must be signed.

The owner is responsible for any damage or disturbance caused by the pet and must keep it under control at all times, using a leash or carrier where necessary. Pets must not disturb other guests.

Authorization for pets does not imply custody or supervision by the Apartments.

For safety and hygiene reasons, housekeeping services shall not be carried out if the pet is alone in the apartment outside of a carrier and without the owner present.

Pets are only allowed in designated pet-friendly areas, typically outdoor areas and circulation zones. Access to restaurants, bars, gyms and other indoor common areas is prohibited, except for transit.

The owner must ensure at all times the proper care, hygiene and feeding of the animal. Failure to comply or inappropriate behaviour may result in additional charges or the requirement to leave the Apartments with the pet.

ARTICLE 27.- STAY OF CHILDREN

The Apartments welcome **children** of all ages, provided that they are accompanied and supervised by a responsible adult, whether a parent or legal guardian.

Children under the age of 12 may stay free of charge in the same apartment as their parents if they use existing bedding and do not require an extra bed. Otherwise, or for children over the age of 12, the applicable rate for an extra bed shall apply. Baby cots are provided free of charge and support a maximum weight of 15 kg.

Throughout the stay, parents or guardians shall be responsible for **the safety, supervision, behaviour** and well-being of minors and must ensure respectful conduct that does not disturb the peace or safety of other guests.

In all common areas, including the swimming pool and gym, children must be accompanied and directly supervised by an adult. The Apartments shall not be responsible for accidents or incidents arising from lack of supervision.

Children are advised to wear appropriate clothing for each area of the Apartments, especially in the pool area, where they must use appropriate swim diapers where necessary and adequate sun protection.

Children may not use elevators without adult supervision nor operate the automatic doors of the Apartments.

In accordance with applicable regulations, it is strictly prohibited to sell, serve, give or allow the consumption of **alcoholic beverages** to persons under 18 years of age.

The Apartments reserve the right to intervene in the event of inappropriate behaviour by minors that affects other guests and may request the responsible adults to adopt corrective measures. Should such conduct persist, the Apartments may terminate the stay of the minors and their accompanying adults in accordance with these Regulations.

ARTICLE 28.- LOST AND/OR ABANDONED PROPERTY

The Apartments shall not be responsible for the loss or abandonment of **personal belongings** in common areas. Guests are solely responsible for supervising their belongings in shared areas such as swimming pool areas, corridors or outdoor spaces.

If a guest realizes that they have forgotten or lost an item, they must contact the Apartments as soon as possible through:

Email: rsv.hhfira@hesperia.com

Telephone: +34 936 11 31 31

The Apartments shall undertake to search for the lost item in the areas indicated by the guest and, where applicable, in the areas where the guest may have been present. After a reasonable search period, the Apartments shall inform the guest of the outcome.

The Apartments shall keep a record of found items and shall store such items for a maximum period of 3 months from the date they are found and registered.

After this period, the Apartments shall hand over the item to the competent authorities. Where the Apartments knows or can reasonably identify the owner of the item, it shall contact them (if their details are available) to:

- Inform them that the item has been found;
- Ask whether they wish to recover it and, if so, whether they prefer shipment at their expense or personal collection.

If shipment is requested, the Apartments shall hand over the item to an external courier service, and the shipping cost shall be borne by the guest. From that moment, the Apartments shall not be responsible for the item or its delivery.

If the owner does not arrange shipment or confirms that they do not wish to recover the item, the Apartments shall continue to store it for the aforementioned period.

Perishable items shall not be stored and shall be disposed of immediately.

ARTICLE 29.- RULES OF CONDUCT, USE AND SAFETY IN THE FACILITIES

The Apartments shall not be responsible for the conduct of guests or for objects, substances or materials introduced by them into apartments or other facilities, as it is not authorized to inspect luggage or personal belongings.

TOWELS:

The use of towels and other apartment linen for external use or for cleaning objects or particularly dirty parts of the body is prohibited.

WASHING AND DRYING OF CLOTHES:

Washing clothes in the apartments and hanging garments from windows, terrace railings, inside the apartments, on lines or in corridors is not permitted.

SILENCE:

From 11:00 p.m. onwards, guests must maintain silence in corridors and apartments in order not to disturb the rest of other guests. Guests are requested to keep television and voice volume at moderate levels.

MOBILE DEVICES:

When using mobile devices in public areas, the volume must be kept at a minimum or in silent mode.

COMPUTER EQUIPMENT:

Guests must use computer equipment and internet access in accordance with applicable legislation, particularly intellectual property laws, and must preserve the condition of hardware and software.

SECURITY DEVICES:

In order to ensure the safety, privacy and tranquillity of guests, the Apartments are equipped with technical systems, including permanent video recording devices in corridors and common areas. These recordings may be made available to the competent authorities in legally established cases.

FIRE EXTINGUISHERS:

The Apartments is equipped with a sufficient number of fire extinguishers and smoke detectors for use in case of emergency. In such situations, guests must follow the instructions indicated and must immediately inform reception.

ELECTRICAL SYSTEM:

The electrical installation operates at 220 volts and must only be used for its intended purpose. The use of electrical devices or mechanical equipment for any other purpose is strictly prohibited.

For safety reasons, the use of electrical, gas or other devices that may pose a fire risk is not permitted in any area of the Apartments.

For energy efficiency, air conditioning or heating must be used only with doors and windows closed.

PHOTOGRAPHIC DEVICES AND IMAGE RECORDING:

Guests are strictly prohibited from taking photographs or videos in which other guests or Apartments staff may be identified without their express consent.

This restriction applies with particular rigor where images include minors, persons in swimwear or topless, or individuals whose characteristics may affect their privacy or reveal sensitive data such as disabilities, mobility limitations, personal conditions or beliefs.

Recording or photographing Apartments staff during the performance of their duties is also prohibited unless express consent has been given (for example, where a staff member voluntarily poses).

Images and videos including other persons may only be used for strictly personal and family purposes. Their dissemination through any physical, electronic or digital medium — including social networks, websites, blogs, email or review platforms such as TripAdvisor — is strictly prohibited.

The unauthorized capturing, recording or dissemination of third-party images may constitute a criminal offence under Spanish law, including offences against honour, privacy and personal image, and may result in penalties of up to four (4) years' imprisonment, or up to five (5) years in the case of public dissemination.

In the event of breach, the Apartments reserve the right to take any legal action it deems appropriate, including notifying the competent authorities.

ARTICLE 30.- SAFETY RECOMMENDATIONS

The Apartments Management provides the following safety and coexistence recommendations to ensure a safe and pleasant stay. Some are mandatory rules, while others are best practices:

Safety of belongings and access (Recommendations):

- i. Guests must supervise their luggage and personal belongings at all times in common areas and must not leave them unattended to avoid loss or theft.
- ii. Guests must close the door of their apartment when leaving and ensure that it is properly locked, even if they will be absent for a short period.
- iii. Guests should keep the door closed when inside the apartment.
- iv. Luggage should be stored in wardrobes when not in use and, where possible, locked.
- v. Apartment access cards or keys must be protected. Guests must not leave them on counters or hand them to third parties. In the event of loss, only authorized Apartments staff may provide a replacement.
- vi. Guests should not display jewellery, money or valuable items in the apartment.
- vii. Guests should avoid sharing their apartment number or the name of the Apartments with unknown persons and should not grant access to strangers.
- viii. Guests must not invite unknown persons into their apartment, particularly if they have not been previously authorized or in the case of unsolicited deliveries.

Preventive behaviour (Recommendations)

- i. Guests must immediately inform reception if they notice suspicious behaviour, unidentified phone calls, unexpected visitors or any unusual situation.
- ii. If guests are asked for identification at reception or in other areas of the Apartments, this must be understood as a security measure.
- iii. Guests should avoid publicly disclosing personal information related to their stay, such as travel plans or apartment numbers.
- iv. Guests should not keep their apartment key or access card together with documents identifying the Apartments or their assigned apartment.
- v. Guests must not display their apartment key or card in public areas.

Coexistence and proper use of facilities (Rules)

- i. Guests must respect the rest of other guests, particularly during nighttime hours and rest periods, and must avoid unnecessary noise in apartment areas.
- ii. Furniture, gardens and all Apartments facilities must be used appropriately. Any damage caused may result in a charge to the guest.
- iii. Guests must respect the schedules established for each service and facility, which may vary depending on the season.
- iv. For safety reasons, the use of glasses, bottles or any glass or ceramic objects is strictly prohibited in the swimming pool area.
- v. Guests must immediately inform reception staff of any damage, malfunction or anomaly detected in the facilities.
- vi. If an emergency drill or evacuation simulation takes place during the stay, guests are requested to cooperate and follow instructions.

Use of apartments and corridors (Rules):

- i. In the event of an emergency, guests must follow the instructions indicated in the emergency plans displayed in apartments and Apartments corridors.

ARTICLE 31.- SAFETY, USE OF FACILITIES AND EVENTS

All Apartment facilities and services are equipped with measures intended to ensure the safety of guests.

Guests must place materials and objects only in the designated areas and must avoid leaning them against walls, furniture or dragging them across the floor. When transporting items, protective materials such as carpeting or other suitable protection must be used where necessary.

The rental or use of function apartments by individuals or legal entities requires the contracting party to ensure that the activity carried out is lawful, safe and compatible with the intended space. Activities that are illegal, dangerous, disruptive, unhealthy or excessively noisy are strictly prohibited.

The person responsible events must declare in advance the nature of the activity in order to allow proper coordination of business activities in accordance with applicable regulations, including Royal Decree 171/2004. Failure to provide such declaration, non-compliance with the established rules, or the insolvency of the organizer may result in the cancellation of the event and expulsion from the Apartments.

In function apartments and common areas, exhibitors, installers and any third-party personnel must comply with all applicable safety regulations, including those relating to capacity limits, emergency exits and fire-prevention systems

If any guest considers that the use of a facility or service may pose a risk to their health or physical integrity, they must inform Apartments staff, who will provide appropriate guidance.

Compliance with evacuation signage, emergency instructions and staff directions is mandatory at all times.

The obstruction, misuse or unauthorized handling of emergency exits, fire-fighting equipment or safety systems is strictly prohibited and may result in the immediate expulsion from the Apartments.

ARTICLE 32.- EMERGENCY OR HEALTH CRISIS RESPONSE PROTOCOLS

In the event that the competent authorities declare an emergency situation or a health crisis that affects the normal operation of the Apartments, guests shall be informed through the Apartments' website and other available communication channels, detailing the measures adopted, whether mandatory or recommended.

Failure by the guest to comply with such measures may result in the cancellation of the reservation, without entitlement to a refund for the unused portion of the stay and may also be communicated to the competent authorities where appropriate.

Any modification or additional condition arising from such situations shall be communicated to guests in due course through the appropriate channels.

IV. PRIVACY POLICY

ARTICLE 33.- DATA PROTECTION

The Apartments shall process personal data of its guests for the purpose of providing the contracted services, managing requests made, sending commercial communications, offering personalized products and services, managing the quality of the establishment (including the sending of satisfaction surveys), creating commercial profiles, and complying with its legal obligations.

Guests may exercise their rights of access, rectification, erasure and other rights recognized under applicable data protection legislation by contacting the data controller. Guests may also lodge a complaint with the competent supervisory authority if they consider it appropriate.

Further detailed information on data protection is available in the Apartments' Privacy Policy at:

<https://www.hesperia.com/politica-de-privacidad>

Guests may also contact the Apartments' Data Protection Officer at:

dpo@hesperiaworld.com