

## Terms and Conditions of the Belweder Villa

### § 1

1. The Terms and Conditions establish the principles of provision of services, the scope of responsibility and the rules of staying at the Belweder Villa and constitute an integral part of the agreement concluded at the time of signing the registration card and paying the deposit or the entire amount due for the stay at the Belweder Villa. By performing the abovementioned acts, the guest confirms that they have familiarised themselves with and accept the Terms and Conditions.
2. The Terms and Conditions apply to all guests staying at the Belweder Villa. The Terms and Conditions are available at the reception and in all rooms, as well as on the website of the Belweder Villa.

### § 2

The terms listed below shall have the following definitions:

- 1) **The Belweder Villa** – refers to both the building located in Zakopane, in ul. Regle 9c, managed by the Manager, and the business activity carried out by the Manager, involving rental of hotel rooms and other services described in the Terms and Conditions;
- 2) **The Manager** - Farmacol S. A. with its registered office in Katowice (40-541) located in ul. Rzepakowa 2, entered into the Register of Entrepreneurs kept by the District Court for Katowice – East in Katowice, VIII Commercial Division of the National Court Register, entry number 0000038158, NIP number: 6340023629; REGON number: 273352747, share capital PLN 23,400,000 fully paid up;
- 3) **Guest** – a natural person(s) renting rooms at the Belweder Villa in accordance with the Terms and Conditions;
- 4) **Terms and Conditions** – these terms and conditions of the Belweder Villa.
- 5) **Reception** – a specific area at the Belweder Villa where guest services are provided, such as, in particular, guest registration, key/card issue and collection, payments for room rental services;
- 6) **Hotel Day** – the hotel day starts at 2PM on day of the stay until 12PM on the following day;
- 7) **Night Quiet Time** – a period of time of the Hotel Day, between 10PM and 7AM on the following day, during which guests should refrain from any actions which may create noise or disturb other guests in another way;
- 8) **Guest Assistant** – an employee of the Belweder Villa who provides guest services, such as, in particular, taking the booking, registration and deregistration.

### § 3

1. The basis for guest registration is signing the registration card and presenting an ID during the registration to confirm the identity of the guest; the ID is understood as a document containing personal details and a photo of the guest.
2. If the guest refuses to present an ID to facilitate registration, the Guest Assistant has the right to refuse to issue a key/card to the room. The guest enters their first and last name in the registration card and signs the document. Upon request of the guest, the Guest Assistant can enter registration data on from the ID presented.
3. The guest may not transfer the room to a third party, even if the rental period they had paid for has not been used.
4. Persons not registered at the room may visit the room during the hotel day, except for the Night Quiet Time.

### § 4

1. Rooms at the Belweder Villa are rented out for Hotel Days.
2. If the guest has not specified the duration of their stay, it is assumed that the room is booked for one Hotel Day. If the room is booked for more than one Hotel Day, rental begins at the start of the first Hotel Day and continues until the end of the last Hotel Day of the rental period.
3. If the guest wishes to extend their stay beyond the dates specified at the time of their arrival, the guest should notify the Guest Assistant no later than on 10AM on the last day of the booked stay. The guest's wish shall be accepted subject to room availability. If the guest remains in the room or leaves their belongings in the room after the end of the Hotel Day, the Belweder Villa has the right to charge the guest for another Hotel Day.
4. If the guest decides to leave during the Hotel Day, they are not entitled to a refund for that Hotel Day.
5. The guest is obliged to make a payment for room rental at the Belweder Villa in the amount indicated in the Price List, in accordance with the Terms and Conditions applicable to room rental.
6. The current price list for room rental services at the Belweder Villa is available at the reception.

### § 5

By making a booking at the Belweder Villa, the guest confirms that all guests staying in the room have familiarised themselves with the provisions of the Terms and Conditions and accept them.

## § 6

1. The Belweder Villa provides services according to its own standard. In case of any concerns regarding the quality of the services provided, the guest should report them immediately to the Guest Assistant. The guest is also entitled to submit a complaint regarding the services provided by the Belweder Villa.
2. The Belweder Villa shall make all efforts to ensure the optimum conditions for the guest's pleasant stay.
3. Any problems, issues or faults should be reported immediately to the staff at the Belweder Villa to enable them to take actions to immediately remove any faults or shortcomings.
4. The Belweder Villa shall not be responsible for any inconvenience resulting from force majeure or unforeseen events.

## § 7

1. The Belweder Villa bears liability for loss or damage caused to the guest's belongings to the extent and in accordance with the provisions of the Civil Code.
2. The Belweder Villa shall not be liable for loss or damage to any valuables, money, securities or items of scientific or artistic value, if such items have not been brought to the reception for safekeeping.
3. The Belweder Villa reserves the right to refuse to accept items for safekeeping if they are of significant value, pose a threat to safety or are of large dimensions, which cannot be placed in the safe deposit.
4. Personal items left behind by the guest will be sent back to the address provided by the guest at their expense and risk or submitted to a lost and found office as discarded. In case of other items left by the guest in the room, if no instructions are provided regarding their return, the items will be stored at the guest's expense or submitted to a lost and found office as discarded. Food will be destroyed 24h after the guest's departure.

## § 8

1. The use of the Belweder Villa carpark is free of charge.
2. The car park at the Belweder Villa is unsecured and has a limited number of spaces.
3. The Belweder Villa shall not be liable for loss or damage caused to the guest's vehicle or items left in the vehicle, whether the guest's vehicle had been left in the car park at the Belweder Villa or outside it.
4. Vehicles may only be parked in designated spaces on the premises of the Belweder Villa.
5. Vehicles parked in unauthorised spaces will be removed at the user's cost.

## § 9

1. The Belweder Villa may refuse to accept guests who, during their previous stay, committed a gross violation of the Terms and Conditions, damaged property of the Belweder Villa or other guests or disturbed the peace at the Villa in another manner.
2. The guest's behaviour should not disturb other guests. The Belweder Villa may refuse to provide further services to persons in breach of the abovementioned rule.
3. If the guest fails to comply with the Terms and Conditions, the Belweder Villa has the right to deregister the guest after collecting payment for the services ordered by the guest, and after collecting payment to cover the costs of any potential damages caused by the guest on the premises to the property of the Belweder Villa or of third parties.

## § 10

1. For fire safety reasons, it is prohibited to use any electric, gas or other heating equipment not fitted in the rooms without consent of the reception staff.
2. On the premises of the Belweder Villa, it is prohibited to smoke cigarettes or any tobacco products and to use open fire. Tobacco products may only be smoked outside the building in designated areas.
3. In case of non-compliance with the smoking prohibition, an additional fee in the amount of PLN 500 will be charged to cover the costs of refreshing the room.
4. The guest may be charged with the costs of an intervention of the fire department and costs related to the use of the fire prevention system or equipment if the fire alarm is activated, as well as the costs of fire extinguishment, as a result of smoking tobacco products or using open fire.
5. Dangerous or flammable substances, which may pose a risk, may not be stored in the rooms.

## § 11

Pets are prohibited on the premises of the Belweder Villa.

## § 12

1. Guests staying at the Belweder Villa may use the ski room and other common areas.
2. It is prohibited to bring skis, snowboards and bikes into the rooms, and to walk inside the rooms with ski or snowboards boots on (except the ski room).

## § 13

1. The guest is obliged to secure the room appropriately to prevent unauthorised access.
2. Each time when leaving the room, ensure that the doors are locked.

3. When the guest is not in the room, the doors and windows, including the terrace doors, must be locked at all times. If the guest has not locked the door to their room, the Belweder Villa shall bear no responsibility for any loss of property which belongs to the guest.
4. While leaving the building, return the room key/card to the reception. A fee in the amount of PLN 50 shall apply in case of losing the key/card.
5. key/card.

#### **§ 14**

1. The guest is financially responsible (according to the internal price list) for any loss or damage caused to property, fittings or technical equipment, as well as any biological contamination and other excessive soiling caused by the guest or their visitors.
2. If during their stay at the hotel the guest has not reported any equipment or items missing from the room or bathroom and during an inspection after their departure it is found that fittings or items are missing, the Belweder Villa has the right to charge the guest for the missing equipment.

#### **§ 15**

The principles of use of the SPA facilities are described in a separate document entitled "Terms and Conditions of the Belweder Villa SPA"

#### **§ 16**

Guests using services provided by the Belweder Villa accept that CCTV is used at the premises for safety reasons.

#### **§ 17**

1. These Terms and Conditions apply to all persons staying at and using the services provided by the Belweder Villa.
2. The current Terms and Conditions and the Price List are available at the reception of the Belweder Villa and on the website: [www.villabelweder.pl](http://www.villabelweder.pl).

#### **§ 18**

Any financial claims against the guest arising from the use of services provided by the Belweder Villa which are not settled in the time specified by the service provider will be brought before a court for settlement immediately after issue of a call for payment. The Belweder Villa shall charge the guest with the costs of court and debt enforcement proceedings in line with the mandatory legal provisions.

#### **§ 19**

1. Personal details of the guest will be processed for the purpose of concluding agreements and processing services described in the Terms and Conditions in accordance with the provisions of the act on personal data protection of 29 August 1997.
2. The administrator of personal data is the Manager.
3. The person whose personal data are processed has the right to access, correct and modify their personal data. Provision of personal data is voluntary, however, if personal data are not provided, the Belweder Villa shall have the right to refuse provision of services described in the Terms and Conditions.

#### **§ 20**

To all matters not settled herein, relevant legal provisions shall apply, including the act on tourist services of 29 August 1997 (consolidated text, Journal of Laws of 2016, item 187).