

# Terms and Conditions for the Provision of Hotel Services

Dear Sir/Madam,

We are extremely pleased to be hosting you at our Hotel. The Hotel Management will appreciate your cooperation in abiding the Terms and Conditions, which purpose is to provide safety and the highest level of comfort during your stay at Przyszań Hotel & Spa in Olsztyn.

## Terms

„Hotel day” – lasts from 4:00 p.m. to 12:00 noon of the next day.

„Hotel Management” – means any person authorized (on the basis of internal regulations of the Hotel) to manage the Hotel’s business activity or any person carrying out that person’s duties.

„Hotel garage” – means a defined, lockable room consisting of parking spaces (positions), internal and external roads as well as access and exit ramps located under the Hotel and serving as storage for mechanical vehicles of the Guests.

„Guest” – means any physical, legal person or an organizational unit without legal personality that uses the Hotel Services or Additional Services at the Hotel or has entered into an agreement concerning the provision of hotel services, and any other person present on the premises of the Hotel.

„Hotel” – means the complex of buildings, the garage and the car park of Przyszań Hotel & Spa in Olsztyn, address: Żeglarska 4 St., 10-160 Olsztyn, managed by the company under the business name **AREON Spółka z ograniczoną odpowiedzialnością** with its registered office in Olsztyn, KRS (National Court Register) no.: 0000336830.

„Car park” – means the external car park consisting of parking spaces (positions) located in front of the Hotel behind the front gate.

„Hotel room” – a residential property located within the Hotel Complex, in which room rental services are provided using the Hotel Day system.

„Terms and Conditions” – the Terms and Conditions for the Provision of Hotel Services at Przyszań Hotel & Spa in Olsztyn.

„Hotel Building” - a building complex on Żeglarska 4 in Olsztyn with hotel rooms, facilities and spaces for provision of food services, SPA and other services.

„Hotel service” – means ordering the rental room service by the Guest at the Hotel and its subsequent provision by checking-in the Guest and/or ordering food services and their provision at catering outlets and/or SPA services and their provision by ordering at SPA and/or additional services and their provision in places at the Hotel that serve as recreational infrastructure and/or other additional services ordered according to individual arrangement of the Guest and accepted by the Hotel.

„General Data Protection Regulation” – means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (Journal of Laws, item 119 of 4.5.2016, p. 1—88).

„The Law on Road Traffic” – means the act of 20 June 1997 - The Law on Road Traffic (Journal of Laws of 1997, No 98, item 602 as amended).

## §1 Subject of Terms and Conditions

1. The Terms and Conditions are the elementary catalogue of Hotel rules, they especially define rules of service provision, liability and presence on the premises of the Hotel, booking terms, booking cancellation, means and deadlines of booking payments, booking confirmation, complaints, use of the Hotel garage and the car park, booking, rules for keeping animals at the Hotel. The Terms and Conditions are also an integral part of agreements entered into between Guests and the Hotel.
2. The Terms and Conditions are applicable to all Guests present on the premises of the Hotel, and by carrying out actions defined in section 1 of this paragraph the Guest acknowledges that he/she has previously read the Terms and Conditions and accepts them fully without any objections.
3. The Terms and Conditions are available at the Hotel reception, in Hotel rooms, and on the Hotel website - <https://www.hotelprzystan.com/regulaminy> - in a way that enables obtaining, playing and saving their content.
4. If room booking is made for the Guest by a third party, that party is liable together with the Guest to the Hotel as a booking party, according to provisions of § 4 of the Terms and Conditions.

## §2 Services provided by the Hotel

1. The Hotel provides Hotel services according to their category and the standard of the Hotel.
2. The basis for checking-in the Guest is a valid ID document with a picture showed to an employee of the Hotel reception as well as signing of the residence card.
3. The Hotel reserves its right to charge the Guest for the whole duration of stay at check-in.
4. Quiet hours at the Hotel are from 10:00 p. m. to 7:00 a. m.

5. The Hotel has the right to carry out a hotel Service of a similar standard at another hotel within the period defined in the booking of that Hotel service, when the execution of the booked hotel Service is not possible.
6. The Guest cannot leave the hotel Room in the hands of third parties who haven’t checked-in at the Hotel.
7. People who haven’t checked-in at the Hotel can stay in a hotel Room from 7:00 a.m. to 10:00 p.m., after informing the Hotel reception and obtaining permission to do so.
8. The Guest cannot demand a specific hotel Room, unless the Hotel had confirmed the availability of the specific hotel Room in writing earlier.
9. The Guest should report all objections about the quality of services to the Hotel reception immediately, so that the Hotel employees can take necessary actions right away to improve the standard of the provided services.
10. The Hotel undertakes to provide the Guests with:
  - a) conditions for complete and free rest;
  - b) safe stay, including keeping the Guest details confidential;
  - c) professional and polite staff that provides services at the Hotel;
  - d) tidying up the hotel Room and performing necessary repairs of devices while the Guest is absent, and if the Guest is present in the hotel Room only upon the Guest’s explicit request;
  - e) if it’s possible, another hotel Room or a different solution that satisfies significant inconveniences when defects existing in the hotel Room cannot be removed.
11. Upon the Guest’s request, the Hotel provides the following additional free services:
  - a) giving information about the stay and the journey;
  - b) Wake-up calls at the time of the Guest’s choosing;
  - c) storing money and valuables in the hotel deposit at the reception, while the Guest stays at the Hotel, except § 6 section 2 of the Terms and Conditions;
  - d) possibility of storing items brought by Guests in a safe located in a hotel Room;
  - e) storing luggage of the Guests staying at the Hotel;
  - f) ordering a taxi;
  - g) a baby crib, if available (babies under four years of age).
12. The Hotel reserves the right to refuse to provide hotel Services to the person under the influence of alcohol and/or other drugs.

## §3 Hotel day

1. All hotel rooms are rented for hotel Days, and one hotel day in a hotel Room lasts from 4 p.m. to 12:00 noon of the next day.
2. If the Guest does not specify the duration of his/her stay while booking a hotel Room, it’s generally accepted that the hotel Room has been rented for one hotel Day.
3. Upon the Guest’s special request, the Hotel can extend or shorten the duration of the hotel Day free of charge, however both shortening and extending the hotel Day depends on the discretionary gesture of the Hotel. The final booking confirmation is made by the Hotel reception following the Guest’s request one day before his/her arrival (shortening the hotel Day) or upon departure (extending the hotel Day). However, the Hotel is not bound by the Guest’s request specified in the previous sentence.
4. The Guest’s declaration, mentioned in the above section 3 of this paragraph has to be submitted to an employee of the Hotel reception not later than: (i) a day before the hotel Day starts – if you want to shorten the hotel Day, (ii) on the last day of your stay until 10:00 a.m. – if you want to extend your hotel Day.
5. If the Guest wishes to extend the hotel Day by more hotel Days (extending the period of stay), beyond the period indicated on the day of checking-in or beyond the period resulting from the booking, discussed in § 4 of the Terms and Conditions, the Guest undertakes to inform the Hotel reception about that not later than until 10:00 a.m. on the day of the planned check-out. The reception confirms the possibility of extending the period of stay if hotel Rooms are available. However, the Hotel is not bound by the Guest’s declaration in terms of extending the hotel Day by next hotel Days (extending the period of stay).
6. Moreover, the Hotel reserves the right to refuse to extend the hotel Day by next hotel Days (extending the period of stay), discussed in the above section 5 of this paragraphs of the Terms and Conditions, if: (i) full payment for the time already spent at the Hotel has not been issued, (ii) the Guest fails to abide the Terms and Conditions, (iii) any other justified cases arise.
7. If the period of the Guest’s stay at the Hotel lasts longer than one hotel Day and the Guest wants to shorten the period of stay at the Hotel, he/she is obliged to inform the Hotel reception about that not later than until 12:00 noon of the day, on which the next hotel Days starts, except in cases described in § 4 section 8 of the Terms and Conditions. If the Guest fails to perform actions described in the sentence above, it is understood that the next hotel Day starts normally.

## §4 Booking

1. Guests can book hotel Services by:
  - a) using the website of the Hotel ([www.hotelprzystan.com](http://www.hotelprzystan.com)) and the booking engine administered by the On-line Booking System Provider (On-line Booking);
  - b) placing an order for hotel Services via e-mail (e-mail: [recepcja@hotelprzystan.com](mailto:recepcja@hotelprzystan.com));
  - c) placing a phone order for hotel Services at the Hotel reception (tel. 89 651 90 00);
  - d) placing an order for hotel Services in person at the Hotel reception.
2. Liability for outcomes of incorrect data provided by the Guest while booking is borne solely by the Guest.
3. If the Guest books hotel Services in the way described in section 1 letters a) - c) of this paragraph of the Terms and Conditions, the Hotel will confirm the booking of the chosen hotel Service.
4. The Hotel, in order to secure the booking of the chosen hotel Service, reserves the right to: (i) require the Guest to issue payment of caution money in the amount specified by the Hotel to the bank account of the Hotel or

- (ii) require the Guest to provide valid details of his/her credit card and preauthorize it for an amount specified by the Hotel.
- 5. If the Guest issues the payment described in section 4 of this paragraph of the Terms and Conditions, booking of hotel Services is guaranteed.
- 6. If the Guest books the chosen hotel Service in the way described in section 1 letter d) of this paragraph of the Terms and Conditions on the day, which would be the first hotel Day according to the Guest's request, then the Guest is obliged to pay the full amount for the hotel Service upon checking in at the Hotel.
- 7. If the Guest does not cancel the hotel Service described in § 2 section 1 of the Terms and Conditions until 6:00 of the day, on which the first hotel Day starts, the Hotel has the right to charge the Guest for the first hotel Day, except in cases described in section 8 of this paragraph of the Terms and Conditions.
- 8. Free booking cancellation, described in section 7 of this paragraph of the Terms and Conditions does not concern guaranteed bookings discussed in section 5 of this paragraph of the Terms and Conditions, special offers (packages, promotional offers and others), especially those which are published on the Hotel website or by the means of other online media kept by third parties.
- 9. If the Guest is entitled to a return due to cancellation, it will be carried out the same way as the issued payment within 7 (seven) workdays counted from the day, on which the Hotel was notified about cancellation.
- 10. The Guest does not have the right to terminate the hotel Service agreement according to art. 38 pt. 12 of the act of 30 May 2014 on consumer rights (uniform text: Journal of Laws of 2019 item 134 as amended).
- 11. The Hotel reserves the right to preauthorize the Guest's credit card upon check-in or request a cash deposit in the amount that covers the complete, planned duration of stay and the use of hotel Services as well as an additional amount of 500 PLN (five hundred PLN).
- 12. Detailed conditions of the On-line booking process have been included in the Terms and Conditions for On-line Booking at Przystań Hotel & Spa. Provisions of the Terms and Conditions do not violate the content of the terms and conditions described in the previous sentence.

- 1. Prices for hotel Services include VAT in the amount applicable to each hotel Service.
- 2. Payment currency is Polish Zloty (PLN).
- 3. Following an exclusive consent of the Hotel Manager in writing, payment for hotel Services can be made by a bank transfer to the bank account indicated in the hotel Service booking confirmation or the one resulting from a different document issued by the Hotel.
- 4. The range of hotel Services used by the Guest can be expanded during the Guest's stay at the Hotel, and that will result in an adequate, proportional change of the cost provided in the booking of the hotel Service. Depending on the type of an additional hotel Service not included in the booking of the hotel Service, the Guest can pay the amount for the additional hotel Service directly in cash or using a valid payment card at the Hotel reception or on the basis of a credit account issued for the Guest by other departments of the Hotel, which is payable at the Hotel reception upon the Guest's check-out.

#### §6 Liability of the Hotel

- 1. The Hotel bears liability for loosing or damaging items brought by the Guest who's using its services as defined by regulations of art. 846-849 of the Civil Code, however the Guest is obliged to notify the Hotel reception about the occurrence of damage immediately after it is identified.
- 2. The Hotel is liable for loss or damage to the money, securities, valuables or items of scientific or artistic value only if those items have been left in the hotel deposit storage at the Hotel reception.
- 3. Apart from the hotel deposit, each Hotel room is equipped with a free safe located in a wardrobe, which can be used by the Guests during the whole duration of their stay at the Hotel.
- 4. In order to secure valuables and other extremely valuable items, the Hotel obliges the Guests to demonstrate due diligence by using the safe, described in the above section 3 of this paragraph of the Terms and Conditions, or by using the hotel deposit at the Hotel reception.
- 5. The Hotel is not liable for damage or loss of cars or different vehicles belonging to the Guests as well as items or living animals left inside them regardless of the fact that those vehicles have been parked in the hotel Garage or the Hotel car park.
- 6. The Hotel reserves the right to refuse to accept items as hotel deposits which value is too high as well as large amounts of money, items that may threaten safety and items that take up too much space.
- 7. The Hotel is not liable for failure to perform or improper performance of a given hotel Service or other services, resulting from the Terms and Conditions or another agreement with the Guest, due to reasons beyond its fault, if force majeure occurs, especially if there's no power or electric energy.

#### §7 Liability of the Guests

- 7. The Guest is obliged to leave the rented hotel Room and its equipment or additional equipment made available to him/her in a good state of repair.
- 8. The Guest bears full material and factual liability for the so-called lost benefits that concern all types of damage or break downs of equipment or technical devices located on the premises of the Hotel resulting from the Guest's intentional or unintentional fault or intentional and unintentional fault of visiting individuals or individuals visiting the latter or due to the fault of animals. Upon check-out or after the Guest's departure, the Hotel reserves the right to charge the Guest's payment card for the resulting damage or use the cash deposit, collected by the Hotel upon the Guest's check-in, to cover the resulting damage.

- 1. Children under 12 years of age should be under care of lawful caregivers at all times while being on the premises of the Hotel. The lawful caregivers bear full liability, including material, according to the rules defined in the above section 2 of this paragraph of the Terms and Conditions for all types of damage done to the equipment or technical devices of the Hotel resulting from the children's actions.
- 2. The equipment pricelist is appendix no 1 to the Terms and Conditions and the damage and additional works pricelist is appendix no 2 to the Terms and Conditions. Regardless of pricelists mentioned in the sentence above, the Hotel reserves the right to price damage individually and separately depending on the scope of works necessary for the fault to be removed.
- 3. If any provisions of the Terms and Conditions, safety regulations and general social rules have been breached, the Hotel can refuse to provide hotel Services to the Guests who have breached them. The Guest is obliged to fulfill the requests of the Hotel immediately, settle payments due for services provided so far, to pay for possible damage and to vacate the Hotel premises.
- 4. There's a total ban on smoking on the premises of the Hotel (including e-cigarettes) and other tobacco products, except in places designated for that purpose. The Guest who violates the no-smoking ban on the premises of the Hotel shall be charged with a fine of 1.000 PLN (one thousand PLN). The Hotel reserves the possibility to charge the Guest's payment card or use the cash deposit, collected by the Hotel upon checking-in, to cover the fine.
- 5. If the Guest violates quiet hours, discussed in § 2 section 4 of the Terms and Conditions, and does so again after the intervention of another Guest or a Hotel employee, the Guest who's violating the quiet hours will be obliged to pay a contractual penalty of 1.000 PLN (one thousand PLN). The Hotel reserves the possibility to charge the Guest's payment card or use the cash deposit, collected by the Hotel upon checking-in, to cover the penalty.
- 6. The Guest, who violates the duties set forth in the Terms and Conditions, described in the above section 7 of the Terms and Conditions, will be also obliged to cover all costs resulting from compensation granted to the Guests for inconveniences caused by the behaviour, described in section 7 above, who intervened, as described in section 7 above, and made a complaint, as described in § 11 of the Terms and Conditions, in the form of hotel Services provided the other Hotel.

#### §8 Duties of the Guests

- 1. Due to security reasons, each time the Guest leaves the room, he/she is obliged to turn off the TV, light, taps, put valuables in the safe and lock doors and windows.
- 2. Due to fire safety reasons, it's forbidden to use the following devices on the premises of the Hotel and in hotel Rooms: all types of heaters, electric irons and other similar devices that aren't part of the hotel Room equipment. The above does not concern mobile phone charges as well as RTV and computer power supplies.
- 3. It's forbidden to store dangerous materials in hotel Rooms and on the premises of the Hotel, and in particular: guns and ammunition, flammable, explosive and illumination materials. The gun safe is located at the Hotel reception.
- 4. It's forbidden to exit hotel Rooms through the glass barriers that secure the windows.
- 5. The Guest is obliged to maintain due diligence when looking after his/her luggage, valuables and animals, including to secure valuables and other extremely valuable items by putting them inside the safe, discussed in § 6 section 3 of the Terms and Conditions or as the hotel deposit in the Hotel reception.
- 6. Items of personal use left in the hotel Room by the Guest, who has already checked-out, or left the Hotel premises without checking-out, will be sent to the address indicated by the Guest in the Hotel residence card at the Guest's own expense. If the Guest didn't provide the address, the Hotel will store those items at the expense of the Guest for up to 3 (three) months as of the day on which the Guest checked out or left without checking out, and after this period of time, the Hotel has the right to: (i) hand over the above mentioned items to the Lost and Found Office located in Olsztyn in Warmian-Masurian Voivodeship, (ii) purchase the above mentioned items, subject to provisions of the Civil Code. Food items, due to their properties, shall be stored for up to 24 hours.
- 7. Behaviour of the Guest and people using hotel Services should not disturb the quiet stay of other Guests. The Hotel can refuse to provide further hotel Services for the Guests or other services resulting from the Terms and Conditions or a different agreement entered into with the Guest, who violates provisions contained herein.
- 8. Apart from slight rearrangement of furniture and equipment of the hotel Room that does not hinder their functionality and safety of use, the Guests are forbidden to make any changes to hotel Rooms, their equipment and changes to the equipment on the premises of the Hotel.

#### §9 Hotel Garage and Car Park

- 1. The Hotel Garage is under surveillance 24 hours a day, and the recordings are stored by the Hotel for 10 (ten) days and then deleted.
- 2. The Hotel Garage and the Car Park are open at all times, 7 (seven) days a week, subject to section 3 below.
- 3. The Hotel has the exclusive right to decide about opening and closing of the Hotel Garage and the Car Park on dates set by it and it can make a decision to exclude the Hotel Garage and the Car Park from use for some time or change opening hours of the Garage and the Car Park.
- 4. The Guest can enter the Hotel Garage after he/she checks in and receives the hotel Room keys.
- 5. Parking spaces inside the Hotel Garage and those of the car park can be used only by one vehicle that fits the parking position outline.
- 6. Entering the Hotel Garage with a trailer, semitrailer or by lorries and trucks can only take place after prior notification of the Hotel reception and a written consent of the Hotel.

1. The Hotel Garage can only be entered by vehicles with height up to 2.2 (*two point two*) metres.
2. Vehicles with LPG installation are forbidden from entering the Hotel Garage and parking there.
3. At the Hotel Garage, it's forbidden to:
  - a) Smoke and use open fire;
  - b) Drink alcohol;
  - c) Some tobacco products;
  - d) Pour fuels, corrosive, explosive and toxic substances;
  - e) store fuels, flammable substances and empty gas containers;
  - f) fuel up vehicles;
  - g) leave cars with the engine running;
  - h) park cars with any broken system that's necessary for moving safely in traffic;
  - i) let unauthorized individuals stay in the Garage;
  - j) stay for longer than it's necessary to leave the Garage in a car or park a car in the Garage;
  - k) leave animals in a car;
  - l) repair, wash or vacuum cars;
  - m) change cooling liquids, fuel or oil;
  - n) contaminate the hotel Garage in ways other than those indicated in points a) - m) above.
4. The Hotel is authorized to remove a vehicle, at the Guest's own expense, if an immediate and justified threat arises.
5. If the provisions of the Terms and Conditions are breached, and in particular provisions about the Hotel Garage and the Car Park, the Hotel is authorized to tow the vehicle to a different car park at the Guest's own expense.
6. If a vehicle takes up two or more parking spaces inside the Hotel Garage and the Car Park, the Hotel shall charge additional amounts for the taken up parking spaces.
7. Complaints and claims connected with using the Hotel Garage and/or the Car Park should be made as indicated in § 11 of the Terms and Conditions.
8. Traffic regulations are applicable in the Hotel Garage and at the Car Park.
9. The Guest is obliged to respect traffic signs and other conditions of using the Hotel Garage and/or the Car Park and to follow the instructions of the Hotel employees.
10. The Guest is obliged to drive his/her vehicle inside the Hotel Garage and/or on the Car Park with dipped lights turned on and at speed up to 10 (*ten*) km/h.
11. The vehicles have to be parked only in designated spaces, except reserved spaces and those clearly marked as reserved.
12. The Guest is obliged to position his/her vehicle inside the outline of the designated space, turn off the engine and all electrical devices, lock the car in place in a way that makes it impossible to move on its own.
13. The Guest is obliged to secure the vehicle by locking all doors and windows.
14. The Guest is obliged to secure the vehicle against breaking-in.
15. The Guest, due to security reasons, is obliged not to leave items inside the car that are not part of its factory equipment.
16. The Guest, who's using the Hotel Garage and/or the Car Park is obliged to have a valid mandatory Auto Insurance.
17. The Guest is liable for all damage done on the premises of the Hotel Garage and/or the Car Park to third parties by him/her or his/her employees, contractors or people who are accompanying him/her.
18. In case of a collision or road accidents on the premises of the Hotel Garage and/or the Car Park, provisions of the law on road traffic are applicable.
19. All damage, including motor damage, which have occurred on the premises of the Hotel Garage and/or the Car Park are removed as part of the mandatory Auto Insurance by the person at fault.
20. The Guest is obliged to inform the Hotel employee immediately about an accident event, damage and to submit a copy of the "Declaration of fault originator", not later than before leaving the Hotel Garage or the Car Park.
21. The Hotel does not bear liability for any damage and loss of the vehicle that occurred on the premises of the Hotel Garage and/or the Car Park by fault of the Guests or third parties or force majeure.
22. The Hotel does not store vehicles left o on the premises of the Hotel Garage and/or the Car Park as postulated in art. 835 and the following of the Civil Code.
23. The Hotel is not liable for:
  - a) Items left inside cars;
  - b) Items left in cars and devices that are not part of the factory equipment and are not permanently attached to the car;
  - c) Car theft;
  - d) Random damage or damage caused by natural disasters;
  - e) Fender-benders and collisions.

#### §10 Provisions for keeping animals at the Hotel

1. The Hotel accepts Guests with the so-called domestic animals. An animal shall be accepted after prior notification made by the Guest upon booking. It is generally accepted that the Guest who's staying at the Hotel with an animal is its owner.
2. Consent for animal stay at the Hotel is issued by the Hotel Manager.
3. The cost of the animal's stay at the Hotel is specified in the pricelist of additional services applicable at the Hotel.
4. The Hotel accepts healthy animals with medical record books (it's obligatory for the animal to be vaccinated against rabies and dewormed). The Hotel management has the right to refuse to accept sick or recovering animals.
5. The decision about accepting animals is considered by the Hotel Management based on their behaviour and training. The Hotel Management can refuse to accept animals of breeds, which are commonly considered dangerous or aggressive, in particular: American Pit Bull Terrier (Pit Bull), Rottweiler, Doberman, Dog, German Shepherd, American Staffordshire Terrier (Amstaff), Bulldog.

6. Animals should stay in the hotel Room. Outside hotel Rooms, animals have to be led, if it's possible for a given breed, on a leash and should always be under the Guest's care. In particular cases, the Hotel reserves the right to oblige the Guest to muzzle the dog.
7. It's prohibited to enter certain areas with dogs, such as restaurants, recreation zones and the children's playground located on the premises of the Hotel.
8. The Guests are obliged to have their own bedding for their animals. If an animal makes the duvet dirty with fur, mud, faeces etc., or damages it, the Guest is obliged to buy the whole duvet set at the price specified in the pricelist of additional services applicable at the Hotel.
9. The Guests are obliged to clean waste left by their animals at the Hotel and in its surroundings immediately.
10. The Guests staying at the hotel with cats are obliged to have a litter box with sand and empty it to a plastic bag, which should be then thrown out to the container indicated by a Hotel employee.
11. No animal should be left alone in the hotel Room longer than its physiological needs require it. If employees of the Hotel have justified suspicions that the left animal disturbs the stay of other Guests, destroys Hotel property, or is dangerous to itself and other Guests, the Hotel Management will try to contact the Guest to solve the problem. If contacting the Guest is impossible or the Guest does not answer the call from the Hotel, the Hotel Management reserves the right to allow the staff to enter the hotel Room of that Guest, also with possible aid of proper services, and remove the animal from the Hotel. All costs resulting from the above-described actions shall be covered by the Guest.
12. Due to security reasons, cleaning of hotel Rooms where animals are kept takes place only when the Guest is present or while the animal isn't in the hotel Room. In order to schedule an appropriate time please contact the Hotel staff.
13. The Guests are responsible for their animal's behaviour during quiet hours, described in § 2 section 4 of the Terms and Conditions and for not disturbing the peace of other Guests. If the Hotel staff is notified about a problem, if there are numerous complaints from other Guests or the Hotel staff, the Hotel Management reserves the right to remove the animal from the Hotel.
14. The Guests bear full responsibility, including material, for any types of damage to equipment or technical devices of the Hotel, caused by their animals.
15. All damage to Hotel assets or belongings of other Guests, caused by animals, shall be priced by the Hotel Management and their cost shall be incurred by the Guests (owners of those animals).

#### §11 Complaints

1. All complaints regarding the provision of hotel Services should be reported to the Hotel in writing on the last day of the Guest's stay at the Hotel, before checking out or leaving the Hotel, and if the Guest does not do so, not later than within 7 (*seven*) days from the day of check-out or departure from the Hotel to the following e-mail address: [recepcja@hotelprzystan.com](mailto:recepcja@hotelprzystan.com) or by mail to the address of the Hotel.
2. The Hotel is obliged to review complaints within 14 (*fourteen*) days from the day of filing the complaint in the way described in the above section 1 this paragraph of the Terms and Conditions.
3. Filing a complaint by the Guest, according to the provisions of this paragraph, does not release the Guest in any way from the obligation to remuneration for the hotel Services.
4. Filing a complaint after the period specified in the above section 1 of this paragraph of the Terms and Conditions releases the Hotel from the obligation to review it.

#### §12 GDPR – Protection of Personal Data

1. **Who is the administrator of the Guest's personal data?**  
The Administrator of the Guest's personal data, i.e. the body that decides how the Guest's personal data shall be used is the Hotel.
2. **Who to contact to get information about processing of the Guest's personal data?**  
Przystań Hotel & Spa in Olsztyn, 10-160 Olsztyn, Żeglarska 4 st., tel. +48 89 651 90 00, e-mail address: [rodo@hotelprzystan.com](mailto:rodo@hotelprzystan.com) website: [www.hotelprzystan.com](http://www.hotelprzystan.com)
3. **Where has the Hotel obtained the Guest's personal data from?**  
The Hotel has received the Guest's personal data due to his/her contact regarding orders, pricings or bookings from the on-line booking system, e-mail or telephone contact, from partner websites or during the Guest's stay at the Hotel.
4. **What is the purpose and legal basis for processing the Guest's personal data by the Hotel?**  
The Hotel can process the Guest's personal data because it's necessary to carry out, prepare, and execute the agreement that the Hotel may enter into with the Guest as the result of the Hotel room booking process, including:
  - a) handling initial booking inquiries, e.g. responses to questions about the availability of Hotel rooms;
  - b) initial processing of the booking, e. g. responses to questions about stay preferences, duration of stay, number of people as well as preferences regarding SPA treatments or food;
  - c) providing on-going handling of order or agreements as well as solving possible disputes;
  - d) executing hotel agreements;
  - e) executing settlements, e.g. issuing an invoice;
  - f) executing loyalty programmes for regular Guests;
  - g) handling complaints;
  - h) handling requests put made by the Guests (e.g. via the contact form); contacting the Guest, including contact to provide services as well as when they are not strictly connected with execution of an agreement;
  - i) debt collection, court, arbitrary and, mediation proceedings, ;
  - j) keeping statistical analyses.
 Additionally, regulations of the law require the Hotel to process the Guest's personal data for tax and accounting purposes. The Hotel keeps data for archiving purposes and to ensure accountability (showing that the duties resulting from the provisions of the law have been fulfilled).

5. **Is the Guest obliged to provide his/her personal data?**  
Provision of personal data is voluntary, but necessary to provide hotel Services. The Hotel requires the Guest to provide personal or contact data to enter into and execute the agreement entered into because of the booking. If, for any reason, the Guest does not provide his/her personal data, the Hotel won't be able to present the Guest with an offer, make initial booking or enter into an agreement, and in consequence he/she won't be able to use the hotel Services. The Hotel can require the Guest to provide other necessary data necessary e.g. due to accounting or tax reasons if regulations of the law require it. In any other case, provision of personal data is voluntary.
6. **What authorizations does the Guest possess in terms of the processed data?**  
The Hotel guarantees to execute all rights of the Guest that result from the general data protection regulation, i.e. the right to access, correct and delete data, limit their processing, the right to transfer them, the right to delete data from the automated process of decision-making, including profiling, and the right to object to the processing of personal data.  
Those rights can be executed by the Guest to  
a) request correction of data: if the Guest notices that the entered data are incorrect or incomplete;  
b) request deletion of data: data are no longer necessary to fulfil services, for which they have been collected by the Hotel; the consent to process personal data is withdrawn; objection to the processing of personal data is reported; data is processed against the law; data should have already been deleted to fulfil duties resulting from a given regulation of the law;  
c) request limitation of processing: the Guest notices that data are incorrect – he/she can request to limit their processing for the period that allows the Hotel to verify their correctness; data are processed against the law by the Guest doesn't want them to be deleted; the Hotel doesn't need the data any longer, but the Hotel may need them to defend or seek claim; objection to the processing of data is made - until establishing whether the legally justified basis of the Hotel outgrow the legal basis of the objecting party;  
d) request transfer of data: processing of personal data is being carried out on the basis of the Guest's consent or following an agreement entered into with him/her and the processing is automated.  
The Guest has the right to file a complaint about processing of his/her personal data by the Hotel to the supervisory body, which is the Chairman of the Personal Data Protection Office (address: Personal Data Protection Office, Stawki 2 st., 00-193 Warsaw).
7. **When can the Guest object to the processing of his/her personal data?**  
The Guest has the right to file an objection to the processing of his/her personal data when their processing is carried out on the basis of a legally justified interest or for statistical purposes, and the object is justified by a special situation of the Guest.
8. **With whom does the hotel share the Guest's personal data?**  
The Hotel can share the Guest's personal data with bodies supporting the Hotel in the provision of services by electronic mail, that is, the ones who provide the following services: on-line sales intermediaries - e.g. the provider and supplier of the on-line booking system on the website [www.hotelprzystan.com](http://www.hotelprzystan.com); payment; execute consulting, accounting, auditing or legal services. The Hotel also can, on the basis of separate regulations of the law, transfer personal data to the authorized state authorities. In order to fulfil tax and accounting duties, the Hotel can share the Guest's personal details (e.g. invoices) with providers of taxation services.
9. **How long are the Guest's personal data being stored by the Hotel?**  
The Hotel stores the Guest's personal data due to:  
a) An executed agreement for the duration of 3 (three) years from the date of agreement conclusion, data can be helpful during execution of the next agreement entered into with the Guest or while reviewing any complaints. Additionally, data can be stored by the Hotel to prevent abuse and fraud, for statistical and archiving purposes for 10 (ten) years from the date of agreement conclusion or an event that makes it necessary to process them. At the same time, to ensure accountability, the Hotel shall store data for the period, which obliges the Hotel to store data or documents containing them in order to document the fulfilment of legal obligations, including the possibility of controlling their fulfilment by public bodies;  
b) The received offer inquiry or initial booking, data shall be processed over one year from the date of contact to allow the Hotel to handle another inquiry quicker.
10. **Does the Hotel transfer the Guest's personal data to countries outside the European Economic Area?**  
The Guest's personal data are not transferred outside the European Economic Area.
11. **Does the Hotel process the Guest's personal data automatically (including profiling) in a way that affects the Guest's rights?**  
The Guest's personal data are processed automatically (including profiling) however, it won't result in any legal consequences for the Guest or affect his/her situation significantly. Personal data profiling by the Hotel is based on the processing of the Guest's personal data (also automatically) by using them to evaluate some information about the Guest, in particular to analyse or forecast his/her personal preferences and interests.
12. **Is there surveillance on the premises of the Hotel?**  
The Hotel is under 24-hour surveillance, however according to the regulation on recordings, they are kept for 10 (ten) days and then deleted. The Hotel surveillance ensures safety of the Guests and Hotel employees as well as protects the assets of the Hotel and the Guests. If any Hotel assets are destroyed, and if there's a break-in on the premises of the Hotel, surveillance recordings can be substantial evidence in cases against individuals who caused damage to the Hotel. In the above examples, the duration of storing surveillance recordings by the Hotel can be extended until the end of the adequate proceedings by authorities appointed for that purpose, that is, the Police, Prosecution or common courts.

- (uniform text: Journal of Laws of 2019 item 123 as amended), act of 30 May 2014 on consumer rights (uniform text: Journal of Laws 2019 item 134 as amended) and other regulations of the commonly applicable law.
- The Hotel reserves the right to introduce changes to the Terms and Conditions. Bookings made before the change of the Terms and Conditions are subject to the Terms and Conditions valid at the time of booking.
  - Date of publishing: 15 March 2019
  - Any disputes between Parties shall be settled by the court having jurisdiction over the Hotel's seat.
  - The applicable law for agreements and any possible disputes connected with them is the Polish law and the applicable language is the Polish language.

Przystań Hotel & Spa values your cooperation in abiding the provisions of the Terms and Conditions, which purpose is to provide a calm and safe stay to all of our Guests.

Appendix no 1 to the Terms and Conditions of the Hotel

Hotel room equipment	Price in PLN
Mirror over the desk	1000 zł
Desk / dressing table	1400 zł
Black desk chair	1200 zł
Table lamp Artemide	1200 zł
Sensor with welcoming set	350 zł
Standing lamp	1000 zł
Grey pouf	450 zł
Blue armchair	2000 zł
Glass table	1400 zł
Nightstand	500 zł
Luggage rack with upholstered elements	1000 zł
Vertical mirror near the wardrobe	800 zł
Bed, no mattress	1200 zł
Mattress	1800 zł
Headboard	2000 zł
Bed cover	80 zł
Bed pads large	80 zł
Bed pads small	50 zł
Blue large bedspread	300 zł
Blue small bedspread	200 zł
Throw pillow	30 zł
Pillow 70 x 50	40 zł
Duvet 135x200	140 zł
Small sheet	60 zł
Large sheet	100 zł
Duvet cover	120 zł
Towel 50x100	30 zł
Towel 70x140	40 zł
Towel 100x150	60 zł
Bathrobe	150 zł
Bath mat	20 zł
Hair drier	200 zł
Bin	150 zł
Tissue box	150 zł
Cosmetic dispenser	100 zł
Bathroom mirror	1000 zł
Sheer curtains	1200 zł
Curtains, drapes	3500 zł
Television set	2300 zł
Safe	500 zł
Fridge - minibar	600 zł
Extra bed with mattress	1000 zł
Double grey sofa bed	2000 zł
Dog, cat bedding	350 zł
Iron and ironing board	400 zł

Appendix no 2 to the Terms and Conditions of the Hotel

Pricelist for damage removal	Price in PLN
Dirty hotel carpet that qualifies it for washing	300 - 600 zł
Dirty furniture dirty that qualifies it for washing	200 - 500 zł
Replacement of hotel room carpet	4000 zł
Damage to furniture and equipment	Individual pricing
Hitting the red call point without justification or severe breach of fire regulations	2000 zł + costs of evacuation depending on the number of rented rooms and involvement of rescue services

**§13 Final provisions**

- Adequate provisions of the Civil code are applicable in matters not regulated herein, on the basis of the act of 18 July 2002 on providing services by electronic means