

HOTEL SWING ** REGULATIONS**

§1. – PRELIMINARY REGULATIONS

1. These regulations define the rules for ordering services and staying at Hotel Swing in Kraków (31-416) at ul. Dobrego Pasterza 124.

2. The owner and operator of Hotel Swing in Kraków is the company Park Wodny w Krakowie S.A. with its registered office in Kraków, ul. Dobrego Pasterza 126, 31-416 Kraków, entered into the register of entrepreneurs maintained by the District Court for Kraków – Śródmieście, 11th Commercial Division of the National Court Register under KRS number: 0000299207, NIP: 9451958299.

3. The terms listed below shall have the following meanings:

1) **Regulations** – these regulations of Hotel Swing****.

2) **Hotel** – HOTEL SWING in Kraków at ul. Dobrego Pasterza 124.

3) **Operator** – the company indicated in point 2 above.

4) **Guest** – a person using the hotel's services, including a person who has booked accommodation at the hotel.

5) **Website** – <https://hotelswing.pl/>

6) **Additional costs price list** – a list published on the website and available at the Hotel's reception desk, including: current costs for additional services specified in the Regulations, the maximum amount of the deposit that the Operator may collect from the Guest, and contractual penalties and fees that the Operator may impose on the Guest in connection with a violation of the Regulations, including destruction of the Hotel's equipment. All prices and fees are given in gross amounts.

7) **Civil code** – the act of 23 April 1964 (Journal of laws 2024, item 1061, as amended).

4. The Regulations apply to all persons staying on the premises of the hotel, including all Guests. Before starting their stay, the Guest is required to familiarize themselves with these Regulations and the additional costs price list.

5. The Regulations are published on the Website and at the Hotel's reception.

6. The guest should report any matters concerning the services provided by the Hotel to the Hotel's reception.

§2. – HOTEL DAY / STAY TIME

1. The stay at the Hotel is counted in hotel days. The hotel day lasts from 3:00 p.m. to 12:00 p.m. the following day.

2. If the Guest did not specify the length of stay when booking the room, it is assumed that the room was booked for one hotel day.

3. If rooms are available, it is possible to check in earlier than the stated start time of the hotel day, as well as check out later than the end time of the hotel day, and in each such case the Guest is obliged

to agree this with the Hotel staff. For early check-in and late check-out the Operator has the right to charge fees specified in the Additional Costs Price List.

4. The room key (card) should be returned to the reception upon check-out. For a lost card (key), the Operator charges a fee in the amount specified in the Additional Costs Price List. The Guest is obliged to immediately notify the Hotel reception of the loss of the card (key).

5. Leaving items in the hotel room or staying in the room after 12:00 on the day of departure is treated as an extension of stay - with the possibility of the Operator charging a fee for an extended stay (late check-out). The above resolution also applies in the event of failure to return the key (card) at the reception on the departure day by 12:00.

§3. – BOOKING AND REGISTRATION

1. Only an adult person (18 years of age or older) can book a stay at the Hotel.

2. Before starting their stay, the Guest is required to fill out a registration form and show a document with a photo (ID card, passport, driving license) confirming their identity. The receptionist has the right to check the identity of all persons who will be staying at the Hotel as part of a given reservation.

3. The Operator has the right to demand payment for the entire stay in advance at the latest upon check-in at the Hotel.

4. The Operator reserves the right to collect a deposit (security deposit) from the Guest (at the Operator's discretion: in cash or in the form of pre-authorization on a credit card) - up to the maximum amount specified in the Additional Costs price list to cover any damage caused by the Guest or a companion or to cover the costs of unpaid services or to pay penalties/fees provided for in the Regulations and the Additional costs price list.

5. In the registration form – in addition to providing the required personal data:

1) The Guest confirms that he/she has read the provisions of the Regulations and the information on the principles of processing personal data by the Operator (available at the Hotel reception and on the Website),

2) The Guest provides information on minors with whom he/she is staying at the Hotel in accordance with the Minor Protection Standards referred to in point 8 below,

3) The Guest authorizes the Operator to charge his/her credit card for services used but not paid for at the time of departure (including e.g. breakfast, minibar, SPA), as well as for damage caused during the stay (including that found after the Guest's departure).

4) The Guest agrees to collect a deposit in accordance with paragraph 4 above – if the Operator requires a deposit.

6. The receptionist has the right to refuse to provide a room to a person who:

1) refuses to show an identity document,

2) refuses to sign the registration card, including the declarations referred to in section 5 above,

3) refuses to pay in advance for all booked services - in the event that the Operator has requested payment in advance,

- 4) refuses to provide a deposit, in the event that the Operator has requested such a deposit,
 - 5) behaves aggressively, violates the rules of social coexistence or good manners or their condition indicates the consumption of alcohol or other intoxicants,
 - 6) during a previous stay at the Hotel violated the Regulations on the principles described in §8 section 5.
7. The Hotel receptionist has the right to refuse to provide a room also when the premises specified in section 6 points 1), 2), 5) or 6) above apply to a person accompanying the person checking in at the Hotel.
8. If a minor is travelling with the Guest, the provisions of the document "Hotel Swing Minor Protection Standards" - published on the Website and on the Hotel premises - apply additionally, which means in particular that the reception employee has the right to verify the identity of the child and his/her relationship with the adult with whom he/she is staying on the Hotel premises.

§4. – PRICES AND PAYMENT

1. Hotel services are provided at prices agreed with the Guest during the booking process. The price includes the services indicated in the booking confirmation.
2. Unless the services provided by the Hotel have been paid for by the Guest in advance, the Guest is obliged to pay for all services at the latest upon check-out.
3. VAT and service costs are included in the price of accommodation.
4. The conditions for cancelling the reservation are provided each time in the booking confirmation. In the event of failure to cancel the reservation within the indicated time, the Operator has the right to charge the person who made the reservation with a fee specified in accordance with the conditions for cancelling the reservation.
5. In the event of the Guest canceling their stay at the Hotel during their stay for reasons not attributable to the Operator, the Guest is obliged to cover the costs of such reservation, and each such case will be considered by the Operator individually, taking into account the reason for the Guest's cancellation of the stay.

§5. - RULES OF STAYING IN THE HOTEL AND USING HOTEL SERVICES

1. During their stay at the Hotel, Guests are obliged to comply with the provisions of these Regulations, other applicable regulations and instructions regarding the use of individual services or areas on the Hotel premises, all applicable legal provisions and to behave in a way that allows other Guests to rest peacefully and undisturbed.
2. The Hotel has a night silence from 10:00 p.m. to 7:00 a.m. Noisy behavior is prohibited during the night silence.
3. The following is also prohibited on the Hotel premises:
 - 1) disturbing/violating order in the common areas of the Hotel,
 - 2) polluting the Hotel premises,

- 3) destroying property,
 - 4) making any changes on the Hotel premises, including hotel rooms,
 - 5) using devices that cause unusually high energy consumption,
 - 6) indecent behavior in the common areas,
 - 7) unlawfully violating any personal rights or property of Guests or other persons staying on the Hotel premises,
 - 8) taking any actions that may cause discomfort or harm in any way persons staying on the Hotel premises,
 - 9) conducting any business activity (e.g. advertising, canvassing) - without prior written consent of the Operator.
4. Consuming alcohol in the public areas of the Hotel is only permitted in designated catering points and this applies only to alcohol purchased at the Hotel. In the case of booked events / special events, exceptions to the above are permitted on the terms agreed with the Operator.
5. Persons not covered by the room reservation may stay in the hotel room with the consent of the Guest who purchased the accommodation, from 7:00 to 22:00. During other hours, such persons are not allowed to stay in the rooms. The Hotel Staff has the right to ask such persons to leave the Hotel or charge the Guest for the stay of additional persons.
6. It is forbidden to transfer the room to third parties, even if the period for which the Guest paid the fee has not expired.
7. The stay of animals accompanying the Guest (dogs, cats) in the Hotel is accepted. The stay of other animals requires prior notification and approval of the reception employee. A fee specified in the Additional costs price list is charged for the stay of an animal. In the common areas of the Hotel, all animals should be under the constant care and control of their owner, kept on a leash and - in the case of dogs - have a muzzle on.
8. The Guest should immediately notify the Hotel reception of any noticed faults/damages to the room equipment.
9. In the event of any damage on the part of the Guest on the premises of the Hotel, he should immediately report this fact to the Hotel reception.
10. When leaving the room, the Guest should make sure that the windows and balcony doors, as well as the entrance door, are closed.
11. The Guest may leave valuables in the Hotel safe by reporting such a need to the reception employee. The reception employee may refuse to accept items if they pose a threat to safety or if they are too valuable or take up too much space in relation to the size or standard of the Hotel.
12. Only the staff of the Hotel have access to the service rooms. These rooms are marked.

§6. – BASIC AND ADDITIONAL SERVICES

1. The Hotel provides services to hotel Guests in accordance with its category and standard.

2. Any possible objections regarding the quality of services provided should be reported to the Hotel reception as soon as possible, in order to enable an appropriate response.
3. The Hotel provides a baby cot (one per room) after prior notification to the Hotel reception (no later than 24 hours before arrival) at the price specified in the Additional Costs Price List.
4. At the Guest's request, the Hotel provides the following services as part of the hotel room rental price:
 - 1) overnight stay for a child up to 3 years old, if they use the bed and bed linen together with their parents. The maximum number of children in a room cannot exceed the number of beds in the room,
 - 2) use of the hotel SPA services including a dry and wet sauna, relaxation area with a paddling pool and a color therapy set and a salt screen,
 - 3) wake-up call at a set time, after reporting such a request at the Hotel reception,
 - 4) use of cable internet connection and Wi-Fi in each room and Wi-Fi network in the public areas of the Hotel,
 - 5) storage of valuables in the Hotel reception safes during the Guest's stay at the Hotel (subject to §5 section 11),
 - 6) storage of the Guest's luggage for up to 4 hours before check-in and 4 hours after check-out.
5. Parking spaces at the hotel parking lot are available for an additional fee according to the current price list. The parking lot is monitored but not guarded
6. Other services - not listed in the Regulations and in the Additional costs price list - are provided in accordance with the current offer of the Operator.

§7. - SAFETY

1. Due to the existing safety locks in the windows, Guests are prohibited from opening the windows on their own. Opening the windows on their own is permitted provided that the Guest signs an appropriate declaration stating that they do so at their own risk and are responsible for the consequences resulting from it.
2. Smoking is strictly prohibited throughout the entire Hotel (internal common areas and rooms) (this applies to cigarettes, other tobacco products, e-cigarettes and other types of modern tobacco products). Smoking is only permitted outside the Hotel (including public balconies). Violation of the above prohibition will result in a contractual penalty being imposed on the Guest, as specified in the Additionally costs price list for each confirmed violation – along with the Operator's right to claim compensation for the full amount of any damage incurred.
3. The use of heaters, electric cookers and other similar devices that are not part of the Hotel's equipment, as well as the burning of candles, is strictly prohibited in the rooms.
4. Each room is equipped with a fire alarm. In the event of an unjustified activation of the alarm and the arrival of the fire brigade, the Guest will be charged an amount specified in the Additional costs price list to cover the costs related to the arrival of the fire brigade - with the possibility of the Operator seeking compensation for the full amount of the damage.

5. Each room has an evacuation plan. Each Guest is obliged to familiarize themselves with this plan.
6. On the premises of the Hotel, it is strictly forbidden to: possess hazardous substances (e.g. flammable, corrosive, explosive, toxic, radioactive materials, posing an epidemiological risk, etc.), carry weapons, as well as behave in a way that poses a threat to life, health, property or the risk of exposure to such danger.
7. In the event of a threat on the Hotel premises, Guests are obliged to comply with the issued announcements and instructions of the staff.

§8. – LIABILITY

1. The Guest is financially liable for damage or destruction of items, equipment and devices of the Hotel caused by his fault or the fault of a person accompanying or visiting him. The Operator reserves the right to demand a contractual penalty for damage to / destruction of equipment or technical devices in the amount specified in the Additional costs price list, including the right to claim compensation for the full amount of the damage. In the event that the Additional costs price list does not list the equipment element to which the damage relates, the Guest is obliged to pay the Operator an amount corresponding to the full amount of the damage caused.
2. In the event of: contamination of the Hotel area by the Guest (or a person accompanying him or animals staying in the Hotel with the Guest), soiling of Hotel equipment requiring special cleaning (e.g. stain removal) or leading to a situation where the room requires de aromatization in order to get rid of a persistent smell - the Operator may charge the Guest for additional cleaning or de aromatization costs. If the penalties for the above violations are specified in the Additional costs price list, the Operator may charge the Guest with such a penalty, including the right to claim compensation for the full amount of the damage caused.
3. In the event of failure to settle the payment for the stay or other services, or failure to cover the costs of damage caused by the Guest (including the costs referred to in paragraph 1 or 2 above) or penalties/fees imposed in accordance with the Regulations and the Additional costs price list, the Guest agrees to charge his/her credit card, provided during the booking (or later) without the physical presence of the Guest - for the amount of the unpaid stay or service or the value of the damage or payment of the contractual penalty/fee provided for in the Regulations and the Additional costs price list. In the event that for any reason it is not possible to charge the card and the Guest does not make the payment, the amounts due will be transferred to debt collection and then to court proceedings.
4. Persons not having full legal capacity staying on the premises of the Hotel should be under the supervision of legal guardians.
5. Regardless of other sanctions provided for in the Regulations or legal regulations, the Operator has the right to refuse to continue providing services to a Guest who violates the Regulations (through behaviors that pose a threat to the safety of any persons or property of third parties, causing damage to property or a person, committing an act bearing the characteristics of a misdemeanor or crime). In the above case, the Operator also has the right to refuse to accept such a person for another stay.
6. In every case where a contractual penalty is reserved, the Operator has the right to seek compensation exceeding the amount of the penalty, up to the full extent of the damage incurred.

§9. - OBJECTS LEFT

1. Objects left in the Hotel by the Guest after his departure will be sent back to the Guest only at his express request and at his expense. The Guest may also collect the object in person. In the event that the Guest does not contact about the objects left, the Operator will store the found objects for 3 months from the moment of the Guest's departure.
2. The Hotel does not store food or other perishable objects.

§10. - MONITORING AND PERSONAL DATA

1. The public areas of the Hotel and its immediate surroundings are monitored 24 hours a day.
2. The principles of processing personal data from monitoring are specified in the Privacy Policy published on the Website.

§11. - COMPLAINTS

1. Complaints submitted by Guests are considered in the manner and within the deadlines specified below, unless the legal relationship between the Guest and the Hotel (e.g. contract) provides otherwise.
2. Complaint means a statement of the Guest addressed to the Hotel, which concerns a violation of the Guest's rights arising in connection with the use of services offered by the Hotel. The complaint should contain data allowing for the unambiguous identification of the Guest, as well as data enabling contact with the Guest and the subject of the Complaint (a detailed description of the Guest's objections).
3. Complaints in writing should be sent to the address of the Operator, i.e.: Park Wodny w Krakowie S.A., ul. Dobrego Pasterza 126, 31-416 Kraków or submitted to the Hotel reception at ul. Dobrego Pasterza 124, 31-416 Kraków. Complaints in electronic form should be sent to the e-mail address: reklamacje@hotelswing.pl.
4. The Guest should submit the Complaint as soon as possible after obtaining information about the occurrence of circumstances giving rise to objections, in order to reliably and effectively consider the Complaint.
5. An authorized employee of the Hotel has the right to contact the Guest in cases requiring the establishment of the factual situation with the participation of the Guest or obtaining additional information necessary for the proper consideration of the Complaint.
6. Complaints are dealt with in writing (or in the form of an e-mail in response to a Complaint sent in this way).
7. A response to a Complaint submitted by the Guest should be provided as soon as possible, but no longer than 14 days from the receipt of the Complaint.
8. The Guest retains the right to file a lawsuit regarding the Complaint in a common court, in accordance with applicable law.