

Voucher Use Terms and Conditions

§1

General provisions

1. The subject of these Terms and Conditions is establishing the rules of issuing and using documents/Vouchers confirming that the holder is entitled to cover or reduce the cost of services indicated in the content of the Voucher, at Herbarium Hotel & Spa in Chomiąza Szlachecka, for the amount and the period indicated therein, or that the holder is entitled to use services indicated on the Voucher free of charge.
2. The rules contained in these Terms and conditions shall apply to all Vouchers issued by JM Solutions Sp. z o.o. (hereinafter referred to as the "Company") and Herbarium Hotel in Chomiąza Szlachecka (hereinafter referred to as the "Hotel"), unless in an explicit written agreement the Company or the Hotel agree with the entity/person receiving the Voucher on different terms.
3. Services shall mean services provided by the Hotel in the scope of regular hotel business activity as well as other services available in the regular offer of the hotel (recreation equipment, cosmetic treatments, restaurant services, etc.) with the exclusion of promotional, and occasional services, excluded periods, organisation of events or catering. The Company and the Hotel reserve the right to exclude certain remaining services from the Voucher coverage, unless the Voucher or the arrangements made by the Hotel and the Company with the Voucher recipient state that a given Voucher is issued to be redeemed for this particular service.
4. Relevant Vouchers will be issued as part of advertising or business activity conducted by the Hotel to entities that provide to the Company or the Hotel promotional, public relations and marketing services, and they do not constitute a direct obligation of the Hotel or the Company toward persons who receive relevant Vouchers from these entities, with the exception of the obligation of the Company or the Hotel to accept relevant Vouchers in accordance with the content of the authorization contained therein. Vouchers, discounts, promotions and concessions for natural persons who do not conduct business activity shall be regulated by different provisions.
5. In the case of a discount Voucher, the discount is calculated from the regular price. In the case of promotional/special or occasional prices, the discounted amount will be calculated from the regular price, with the exclusion of other discounts, unless terms of these discounts state otherwise.

§2

Rules of issuing Vouchers

1. Vouchers will be issued on the basis of an agreement or arrangements concerning the transfer of Vouchers in accordance with regulations stipulated below.

2. Vouchers will be issued exclusively to a person entitled to receive them in accordance with an agreement/arrangements made by this person/entity with the Hotel or the Company. Such a person will be exclusively responsible for handing out Vouchers to persons who will be entitled to redeem services contained therein ("Voucher User").
3. The Voucher, regardless of its type (blank or personalised), will be issued to an entitled person with the acknowledgment of receipt, with the indication of its number, type and nominal value, as well as expiry date.
4. Before issuing personalized Vouchers for employees or other Users, the person/entity is obliged to communicate regulations stipulated in these Terms and Conditions to the Voucher recipient.
5. In the event the Voucher recipient is obliged to provide financial compensation or other services for the Hotel or the Company in exchange for receiving Vouchers, the validity of the Voucher depends on this entity completing such a compensation or service in a right and proper way. The Hotel and the Company may refrain from issuing the Voucher until such time as the compensation or service is properly provided.
6. The entity who is not an employee or a representative of the Hotel or the Company, who receives a Voucher in order to hand it out to the intended User, cannot make any binding statements on behalf of the Hotel or the Company when handing out the Voucher, and they must not undertake any action suggesting that they act as a representative of the Hotel or the Company.
7. Vouchers are accepted and redeemed only in their original paper or e-mail form sent by the Hotel or the Company, after presenting them at the hotel reception. In the event a Voucher is altered, forged, damaged, or destroyed, it becomes invalid and cannot be exchanged for a new one. Altered Voucher shall mean, e.g. a Voucher with fragments crossed out, written in, with blacked out data/information, in particular concerning the Voucher value, expiry date or information concerning payments. Relevant terms should be communicated to the intended Voucher User.

§3

Content of the Voucher

1. The specific content of the Voucher, its appearance, colours, and shape will depend on the arbitrary decision of the Hotel or the Company. Vouchers issued to entities within a given lot or series may differ from one another.
2. **Each voucher will contain the following information:**
 - **information stating that Vouchers cannot be combined with other discounts and promotions, or with other Vouchers,**
 - **information about the way in which the Voucher can be redeemed,**
 - **Voucher expiry date.**
3. Alongside information listed in the preceding clause, the Hotel and the Company will be entitled to place other information pertaining to the Voucher use indicated by this agreement.
4. **If the Voucher does not contain an expiry date, it is considered valid for 12 months from the date it was issued.**

5. In the event of issuing personalised Vouchers, the Company and the Hotel reserve the right to issue temporary documents confirming the right to issue a Voucher, until the User for which the Voucher proper should be issued is indicated. After indicating the person entitled, the entity or User will be entitled to receive the proper Voucher document. The relevant temporary document will entitle the authorised holder only to receive the Voucher proper.

§4

Trading Vouchers

1. With the exception of handing out Vouchers to entities for the purpose of their further handling within promotional or marketing activities they conduct, or handing them out to their employees or persons working with these entities, any trading of Vouchers is prohibited, in particular their further reselling, donating, bartering and exchanging, with the exception of competitions and lotteries, provided that the participation in them is not conditional upon making payment or providing other services for the entities that hand out Vouchers.
2. In case unauthorised Voucher trading is found, the Company or the Hotel have the right to cancel the relevant Voucher without the right to compensation.

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Redeeming Vouchers

1. Voucher User is obliged to book a date for services covered by the Voucher at the hotel reception (phone +48 52 307 70 00, e-mail info@herbariumhotel.pl).
2. If the value of services exceeds the Voucher value, the holder of the Voucher has the right to use the Voucher as partial payment, and pay the remaining amount in cash or by card, provided that the Voucher entitles the holder to use the indicated service-
3. Vouchers cannot be combined in order to pay for a single service. One Voucher can be redeemed only once.
4. If the value indicated on the Voucher exceeds the value of the service, the remaining amount will not be returned in cash or in the form of other services. The Voucher itself cannot be exchanged either in its entirety or in part for cash.
5. Booking with the use of a personalised Voucher can be made only by the person indicated on the Voucher, by providing the Voucher number printed on every Voucher issued by the Hotel or the Company, or the name and surname indicated on the Voucher, and in the case of other Users, exclusively by an authorised holder of the Voucher. Voucher User is obliged to keep the Voucher until they arrive to the Hotel and hand it over at the reception desk during their check-in, or to the staff before the provision of services begins. The User should be present in person during the check-in for the booked stay, or the process of booking the service. Otherwise the presented Voucher cannot be redeemed, and the service booked must be paid in full.

6. The Hotel or the Company have the right to refuse redeeming the Voucher in the following instances:
 - the Voucher has expired,
 - the Voucher is damaged to a degree which makes it impossible to read it or establish its contents,
 - the holder of the personalised Voucher is not present in person to redeem it,
 - any alterations, changes, modifications to the Voucher are noticed, or doubts arise as to the authenticity of the Voucher,
 - there are no free dates to provide services indicated on the Voucher.
7. Unredeemed lost or stolen Vouchers are forfeit, without the right to compensation.
8. Acquired Vouchers do not entitle the holder to priority in booking their stay and other services, and will be redeemed only subject to vacancies and availability of services. Vouchers require prior booking. In the event the services selected by the holder cannot be booked on an indicated date, the Hotel will suggest the closest possible date for the Voucher to be redeemed.
9. It is not possible to redeem the Voucher in periods excluded from their terms. The excluded periods are, in particular:
 - Christmas and Easter, as well as dates when holiday packages apply,
 - New Year's Eve and the New Year's Eve package,
 - 1-3 May of each year and dates covered by May Long Weekend packages,
 - August long weekend and dates covered by the August package,
 - during other long weekends covered by special packages.
10. Only vouchers issued by Herbarium Hotel&Spa**** or JM Solutions Sp. z o.o. shall be deemed valid.
11. Reselling or attempts to resell Vouchers make them invalid, without the right of compensation for the cost of their purchase.

§6

Other provisions

1. Provisions contained in these Terms and Conditions as well as on the Vouchers do not exclude other provisions and internal regulations concerning the rules and the scope of services provided by the Hotel, in particular in terms of booking Hotel accommodation and other provided by the Hotel, personal data processing policy and internal regulations of the Hotel premises.
2. These Terms and Conditions shall enter into force on 26 April 2015 and shall be applicable from the date of their entry into force. Vouchers redeemed before the date these Terms and Conditions enter into force, as well as the performance of services booked on the basis of a Voucher before these Terms and Conditions entered into force shall be governed by the provisions of the previously applicable Terms and Conditions.