

## §1 SUBJECT MATTER OF THE REGULATIONS

1. These Regulations apply within the premises of Mercure Szczyrk Resort (hereinafter: the **Hotel**) and concern all persons using the Hotel Services, as well as all persons staying in the Hotel and on the Hotel property. The Hotel is located in Szczyrk at ul. Wrzosowa 28a. The Hotel is operated by **Beskid Resort Properties sp. z o.o.**, with its registered office at ul. Wrzosowa 28A, 43-370 Szczyrk, entered in the register of entrepreneurs maintained by the District Court in Bielsko-Biała, 6th Commercial Division, under KRS No. 0000160176, NIP 5470085485, REGON 070017990 (hereinafter: the **Service Provider**).
2. **Hotel Services** mean all services provided to Hotel Guests by the Service Provider in accordance with these Regulations, i.e. hotel services pursuant to the Act of 29 August 1997 on hotel services and the services of tour leaders and tourist guides, including in particular:
  - hotel room rental,
  - catering services,
  - organization of events, special occasions, conferences, etc.,
  - rental of conference, restaurant and banquet rooms,
  - rental of a parking space,
  - services related to physical activity (gym, fitness),
  - services related to body care and massages (SPA).
3. A **Hotel Guest** means a natural person who uses the Hotel Services.
4. A **Client** means an entity (a natural person, a legal person, or another organizational unit) using the Hotel Services under an individual agreement for the provision of services (a **Service Agreement**). The provisions of these Regulations relating to a Hotel Guest shall apply accordingly to a natural person using the Hotel Services under and within the scope of a Service Agreement.
5. The Hotel Regulations set out the rules for providing Hotel Services, the rules of Hotel Guests' stay on the Hotel premises, as well as the rules of liability of the Service Provider and Hotel Guests and, accordingly, Clients in connection with the provision and use of the Hotel Services.
6. The Hotel Regulations constitute an integral part of the agreement concluded by making a reservation by a Hotel Guest, paying a deposit or the full amount due for the stay, signing the registration card, or, as applicable, by the Client concluding a Service Agreement with the Service Provider. By performing the above actions, the

Hotel Guest or, as applicable, the Client confirms that they have read and fully accept the terms of the Regulations and undertake to comply with them.

## **§2 RESERVATIONS**

1. Reservations of rooms and hotel services may be made via online reservation systems, by telephone, by e-mail, or in person at the Hotel Reception. A reservation may be made by a natural person having full legal capacity.
2. The provisions of this section shall apply accordingly to reservations made by Clients to the extent that the Service Agreement does not provide otherwise.
3. In order to make a reservation, it is necessary to provide personal data required for the performance of the Services (such as: first and last name, e-mail address, mobile phone number) and to pay part or all of the cost of the stay—depending on the terms of the given offer or individual arrangements. The Hotel Guest is obliged to provide only complete and correct data. The Guest acknowledges and accepts that it is prohibited to provide the Service Provider with information that is untrue or misleading.
4. If the terms of a given offer do not require any prepayment of the cost of the stay before it begins, the Service Provider does not guarantee the Hotel Guest a room reservation.
5. When making the reservation, the Service Provider (or an intermediary acting on behalf of the Service Provider) shall inform the Hotel Guest about:
  - a) the main reservation details,
  - b) the price of the Service,
  - c) the identifying details of the Service Provider,
  - d) the need for additional payment for services not covered by the reservation, if the Hotel Guest orders additional services during the stay,
  - e) the reservation cancellation conditions, whereby cancellation means withdrawal from the agreement for the provision of Hotel Services (resignation from Hotel Services).
6. After the reservation is made, the Service Provider shall send the Hotel Guest, by e-mail to the indicated address, a reservation confirmation together with the information referred to in section 5. In the case of a reservation made by telephone or in person, the information indicated in section 5 shall be provided to the Hotel Guest during the reservation process or in another manner agreed with the Guest.
7. If a prepayment is required by the Service Provider, it must be paid within the agreed time to the indicated bank account number.

8. If the prepayment is not recorded within the prescribed time, the Service Provider may cancel the reservation.
9. Payment may be made in cash, by bank transfer, by debit card or credit card, or in accordance with the terms applied by a given intermediary.
10. The Service Provider accepts the following payment cards: **American Express, VISA, Mastercard, Diners Club International, V Pay, Maestro.**
11. If the Service Provider is unable to provide the reserved hotel room, the Hotel Guest shall be notified immediately. In such a case, the Service Provider shall provide accommodation in the nearest hotel of a similar standard. In this case, the Service Provider shall also cover the cost of one round-trip transport between the replacement hotel and the Hotel.
12. A Hotel Guest's cancellation of a reservation should be made in the same manner in which the reservation was made.
13. Cancellation of a hotel room reservation is possible no later than **1 day** before the declared start date of the reserved stay by **6:00 p.m.**, unless the terms of the relevant offer provide otherwise.
14. In the event of cancellation after the deadline referred to in section 13, or if the Hotel Guest fails to appear at the Hotel on the declared start date of the reserved stay, the Hotel Guest shall be obliged to pay the full cost of the reservation / reservation fee, unless the reservation was made under an offer whose rules provide otherwise.

### **§3 HOTEL DAY AND DURATION OF STAY**

1. A room in the Hotel is rented on a daily basis.
2. The hotel day starts at **4:00 p.m.** and ends at **12:00 noon** the following day.
3. If the Hotel Guest has not specified the duration of the stay at the time of renting the room, it shall be assumed that the room was rented for one hotel day.
4. Any request to extend the stay or to extend the hotel day should be reported at the Reception by **6:00 p.m.** on the day preceding departure. The Hotel will consider the request subject to availability, without prejudice to the remaining provisions of the Regulations.
5. The Service Provider reserves the right to refuse to extend a Hotel Guest's stay if the Guest has not made full payment for the stay so far or if the applicable Regulations are not complied with.
6. If the Hotel Guest does not vacate the room after the end of the stay, the Service Provider reserves the right to pack the Guest's belongings in the presence of at least two representatives of the Service Provider, one of whom must be the Director,

Department Manager, or the Manager on Duty. The packed items will be deposited with the Hotel and may be collected at the Reception.

7. A request to shorten the stay must be reported by the Guest to the Hotel Reception no later than **12:00 noon** on the day before the planned departure. Otherwise, the next hotel day shall be deemed to have commenced, unless the rules of the offer purchased by the Hotel Guest provide otherwise.

#### **§4 CHECK-IN AND STAY AT THE HOTEL**

1. Admission of a Hotel Guest is based on presenting a photo identity document to the Reception staff and signing the registration card.
2. The Service Provider reserves the right to pre-authorize the payment card or to collect payment during check-in for the entire stay and additionally the amount of **PLN 200 (two hundred zlotys)** for each day of registration. If the Guest refuses to pay, leave a credit card pre-authorization, or provide a cash deposit, the Hotel Reception has the right to refuse check-in.
3. Any additional charges arising from the stay shall be settled by the Hotel Guest no later than on the day of departure.
4. If all charges related to the stay are not settled, the Service Provider is entitled to charge the Hotel Guest for all services and goods provided to the Guest, as well as for damages caused by the Guest.
5. The Hotel Guest may not make the room available to other persons without prior registration of such third party at the Reception, even if the period for which the stay was paid has not yet elapsed.
6. Persons not registered at the Hotel may stay in a hotel room only after the Hotel Guest has informed the Reception in advance, and only between **7:00 a.m. and 10:00 p.m.**
7. Night-time quiet hours apply in the Hotel from **10:00 p.m. to 7:00 a.m.** During quiet hours, the Hotel—or third parties acting with the Hotel's consent—may organize events in designated places. The conduct of guests or persons using the Hotel services must not disturb the peaceful stay of other guests. The Hotel may immediately refuse to continue providing services to a person who violates this rule.
8. The conduct of Hotel Guests and persons using the Hotel Services must not disturb the peaceful stay of other Hotel Guests. The Service Provider may refuse to continue providing Services to a person who violates this rule.
9. The Service Provider may refuse admission to a Hotel Guest who, during a previous stay, grossly violated the Regulations causing damage to the Hotel property or the property of Hotel Guests, or bodily harm to a Hotel Guest, a Hotel employee, or other

persons staying at the Hotel, or otherwise disturbed the peaceful stay of Hotel Guests or the functioning of the Hotel.

10. The Service Provider reserves the right to refuse admission to a Hotel Guest for justified reasons.
11. Smoking tobacco products and electronic cigarettes is prohibited in the Hotel (this also applies to balconies) except in designated areas. In the event of a breach, the Hotel Guest may be charged an administrative penalty of **PLN 2,000** for each confirmed violation, as well as the obligation to cover the cost of calling and attendance of services automatically notified by the fire protection system.
12. The Service Provider informs that, for safety reasons, a video monitoring system has been installed in publicly accessible areas of the Hotel (reception, lobby, restaurant, fitness, pool, corridors, conference center, garage), and recordings are used solely for safety and for the performance of agreements.
13. Hotel staff are trained to recognize signs of violence against children and are obliged to report any suspicions to the appropriate services.
14. During check-in, the guardian is obliged to present the child's documents confirming the child's identity. If the document is not presented and there are staff concerns regarding the child's safety, the personnel have the right to refuse check-in and are obliged to notify the police.
15. If it is suspected that a child is a victim of violence or neglect, hotel staff are obliged to take appropriate steps to ensure the child's safety, including notifying the police or other competent authorities.

## **§5 SAFETY**

1. Each time a Hotel Guest leaves the room, they must properly secure it so that access by third parties is not possible. During the Guest's absence, windows and doors must remain closed.
2. For fire safety reasons, it is prohibited to use in hotel rooms any devices or items that are not part of the room equipment (e.g., immersion heater, electric cooker, candles, etc.).
3. If a fire is noticed, the Hotel Guest should, where possible, notify the Hotel staff of the hazard and proceed to an exit in accordance with the instructions indicating the evacuation direction.
4. Until the arrival of the fire brigade and/or other competent emergency or public order services, the Hotel staff are responsible for the evacuation of persons in the Hotel.

5. Each room contains an evacuation plan, which the Hotel Guest is obliged to read immediately after taking the room.
6. The Hotel operates an audible warning system which, in the event of danger, informs about necessary actions. The Hotel Guest is obliged to comply with announcements transmitted by the system as well as with orders and instructions issued by Hotel employees.
7. Each room contains an in-room safe. It is recommended to store in it documents, cash, securities, valuables, or items of scientific or artistic value, provided such items have not been deposited by the Hotel Guest in the hotel safe.
8. The Service Provider is not liable for loss of or damage to items deposited by Hotel Guests in the in-room safe, unless such liability arises from mandatory provisions of law.
9. Riding scooters, ride-on toys, roller skates and skateboards is not permitted in the Hotel.
10. Liability for the Hotel Guest's property is governed by Articles 846–851 of the Civil Code.

## **§6 HOTEL SERVICES**

1. The Service Provider provides Services at a standard consistent with the Hotel category. If there are any objections regarding the quality of Hotel Services, the Hotel Guest is requested to report them to the Reception as soon as possible, enabling immediate response by the Hotel staff.
2. The Hotel is obliged to provide:
  - conditions for rest,
  - safety of stay and protection of personal data,
  - professional and courteous service within the scope of all Services provided by the Hotel,
  - room cleaning and necessary repairs of equipment during the Guest's absence, and in the Guest's presence only at the Guest's request,
  - technically efficient service; if faults occur that cannot be removed, the Hotel will make efforts to mitigate inconvenience where possible,
  - in the case described above or repair of damage, the Hotel Guest waives claims and rights to compensation.
3. The following services are included in the price of the stay:

- providing information related to the stay and travel,
  - wake-up calls at a designated time,
  - access to an internet connection,
  - storage of valuables in the hotel safe located in the back office of the Reception during the Guest's stay, in accordance with relevant provisions of the Civil Code,
  - storage of luggage and sports equipment such as skis and bicycles (the Hotel may refuse to store luggage outside the Guest's stay dates and may refuse to store items that do not constitute personal luggage),
  - ordering transport services.
4. At the Hotel Guest's request, the Hotel provides the following services for a fee:
- catering services, including room service and minibar,
  - SPA services,
  - scanning, photocopying and printing documents,
  - laundry and ironing,
  - rental of a parking space.
5. The Hotel offers access to the SPA zone and the Flow pool complex. The rules for using these areas are set out in separate regulations available at the Hotel Reception, SPA Reception and on the Hotel website. The Hotel Guest should read these regulations before using the services and comply with their provisions.

## **§7 PARKING**

1. The Hotel property includes a garage and an outdoor parking lot, the use of which is subject to an additional fee. Parking spaces are offered to Hotel Guests subject to availability.
2. The price of using the Hotel Parking is indicated in separate regulations or included in individual arrangements.
3. The Hotel Parking is not a guarded parking facility.
4. The Service Provider is not liable for damage to or loss of a car or other vehicle belonging to the Hotel Guest.
5. The Service Provider is not liable for items or animals left in a vehicle regardless of whether the vehicle is parked in the Hotel Parking or outside it within the Hotel property.

6. The rules for using the Hotel Parking are set out in separate regulations available at the Hotel Reception.

## **§8 ACCEPTANCE OF ANIMALS**

1. Under the terms set out in this section, companion animals accompanying the Hotel Guest during the stay are permitted in the Hotel.
2. The Hotel Guest is obliged to obtain the Service Provider's consent for the animal's stay at the time of making the reservation.
3. Only domestic animals may stay on the Hotel premises: dogs and cats up to 15 kg. The stay of larger animals is possible only after individual contact and the Hotel's consent. The Hotel reserves the right to refuse admission of animals whose species/breeds are commonly considered dangerous or aggressive.
4. The fee for an animal's stay in the Hotel is **PLN 70 gross per day**.
5. The Hotel accepts only healthy, dewormed animals with a health booklet containing up-to-date mandatory vaccinations. The Hotel has the right to request presentation of the animal's health booklet and may refuse admission of sick animals or animals undergoing convalescence.
6. If the bedding in the room where the animal stays is soiled (hair, mud), the Hotel Guest will be charged additional laundry costs. If the bedding is damaged, the Hotel Guest is obliged to cover the cost of purchasing a full replacement set.
7. All damage to the Hotel property or the property of other Hotel Guests, as well as soiling requiring additional staff work, caused by the animal will be assessed by the Hotel and charged to the Hotel Guest accompanied by the animal.
8. The Hotel Guest is responsible for ensuring the animal remains quiet and does not disturb other Hotel Guests. In the event of repeated complaints from Hotel Guests or staff, the Hotel reserves the right to demand removal of the animal from the Hotel.
9. In public areas, the owner is obliged to keep the dog on a leash and muzzled.
10. It is prohibited to bring animals into catering and recreational areas. This prohibition also includes children's playrooms and the games room.
11. A Hotel Guest who owns a dog is obliged to clean up waste left by the dog on the Hotel premises and in its surroundings. Cat owners must have a litter tray with sand or litter.
12. No animal should be left alone in the room longer than required by its individual physiological needs. If Hotel employees have reasonable suspicion that an animal left in the room disturbs other guests, damages Hotel property, or may create a hazardous situation for itself or other guests, the Hotel Management will attempt to



contact the owner to resolve the issue. If contact is impossible, the Hotel reserves the right for staff to enter the Guest's room, potentially with the assistance of relevant services, and remove the animal from the Hotel. All costs arising from the above shall be borne by the animal's owner.

13. Failure to declare a dog's stay at the time of reservation / during check-in constitutes a breach of the Hotel Regulations and results in imposing on the Guest a contractual penalty of **PLN 2,000.00** (in words: two thousand zlotys).

## **§9 CATERING**

1. Guests are prohibited from taking food and beverages out of the restaurant. Any dishes and beverages taken out of the catering outlet are additionally payable.
2. In particularly justified cases, the restaurant manager may consent to taking meals and beverages out of the restaurant without additional charges.
3. It is prohibited to enter the restaurant in bathrobes and swimwear. It is also prohibited to enter the restaurant in ski boots and with animals.
4. It is prohibited to bring in and consume one's own food and alcoholic products. In justified cases, the restaurant manager may consent to bringing alcohol, for which a corkage fee is charged: **PLN 50.00** per bottle up to **0.75 litre** (inclusive); for a bottle exceeding **0.75 litre**, the corkage fee is **PLN 100.00**, regardless of the type of alcohol.
5. Guardians are responsible for children's safety within catering outlets and the playroom located in the restaurant area and should exercise constant supervision over children's behavior.
6. If hotel or catering services including breakfast or lunch are purchased, the Client is entitled to a single entry into the restaurant, and each exit is treated as ending use of the service. Additional entries are subject to a fee.
7. In catering outlets, the sale of alcoholic beverages, energy drinks and non-alcoholic beer to persons under 18 years of age is prohibited.

## **§10 SERVICE PROVIDER'S LIABILITY**

1. The Service Provider is liable for loss of or damage to items brought in by Hotel Guests as service users to the extent specified in Articles 846–849 of the Civil Code, unless the parties agree otherwise (in particular in the Service Agreement).
2. The Hotel Guest should notify the Reception of any damage immediately after it is discovered.
3. The Service Provider is not liable for theft of money, theft, damage, or destruction of securities, valuables, or items of scientific or artistic value if such items were not deposited by the Hotel Guest and placed in the hotel safe located in the back office of

the Reception, or were not placed in the in-room safe, unless such liability arises from mandatory provisions of law.

4. The Service Provider reserves the right to refuse to accept for deposit items of high value (above **PLN 50,000**), significant amounts of cash (above **PLN 50,000**), items posing a safety risk, and oversized items that cannot be placed in a safe.
5. The Service Provider's liability for damage consisting in loss of or damage to an item brought in by one Hotel Guest is limited to **one hundred times** the daily room rate and may not exceed **fifty times** that rate for one item, subject to mandatory provisions of law.

#### **§11 LIABILITY OF THE HOTEL GUEST AND THE CLIENT**

1. The Hotel Guest is also liable for damage caused by the conduct of persons under the Guest's supervision (including minors), persons brought into the Hotel by the Hotel Guest, and for damage caused by animals (in accordance with §8).
2. The Client is liable (jointly and severally with the Hotel Guest) for damage caused by Hotel Guests using the Hotel Services under the Service Agreement, taking into account the relevant provisions of such agreement.
3. Unless detailed provisions of these Regulations or the Service Agreement provide otherwise, the liability of the Hotel Guest and, accordingly, the liability of the Client for damage caused to the Service Provider, other Hotel Guests, Hotel staff or any other third party is based on the principles of the Civil Code.
4. Hotel Guests staying at the Hotel with children under 13 years of age should ensure constant supervision of such children, in particular ensuring that children remain on the Hotel premises in the presence and care of the Hotel Guest.
5. After check-in, the Hotel Guest should familiarize themselves with the room equipment and keep it in an unimpaired condition. If any destruction, damage, deterioration, or lack of functionality of the room equipment, etc. is noticed, the Hotel Guest should immediately notify the Reception. If no such report is made and the above is found by Hotel staff, the Hotel Guest will be held financially liable for the resulting damage.
6. Section 5 applies accordingly if the Hotel Guest notices any destruction, damage, deterioration, or lack of functionality of the room equipment, etc. during the stay.
7. The Service Provider reserves the right to charge the Hotel Guest's payment card an amount equivalent to compensation due to the Service Provider for damage caused by the Hotel Guest, for which the Guest is liable, discovered after the Guest's departure. If charging the card is not possible (e.g. due to lack of card data), the

Service Provider has the right to pursue compensation from the Guest by any legally permissible means of its choosing.

8. If the Hotel Guest breaches these Regulations, the Service Provider may refuse to provide further Services and demand that the Guest leave the Hotel. The Hotel Guest is obliged to immediately comply with the demand, settle charges for the stay and other Hotel Services, and (if applicable) pay compensation for damage caused, and leave the Hotel.
9. The Service Provider has a statutory lien over items brought into the Hotel by the Hotel Guest to secure the Service Provider's claims for fees, remuneration and compensation due in connection with the Hotel Services provided.

## **§12 RETURN OF LEFT ITEMS**

1. Items left in a hotel room after the Hotel Guest's departure will—upon receiving instructions from the Hotel Guest—be sent to the address indicated by the Guest at the Guest's expense.
2. If no such instructions are provided, the Service Provider shall store the left items for three months. After this period, the items shall be deemed abandoned by the Hotel Guest and become the property of the Service Provider, who may donate them for charitable purposes.
3. Food items left by the Hotel Guest in the room in sealed packages or bottles will be stored for 24 hours from the time the Guest leaves the Hotel. After this time, the provisions of section 2, second sentence, apply to such items.
4. In matters relating to found property, the Service Provider applies the Act of 20 February 2015 on Found Property.

## **§13 ADDITIONAL PROVISIONS**

1. The Hotel may collect a local tax in an amount consistent with applicable regulations.
2. The Hotel enforces a total ban on possessing and using narcotic substances prohibited by law. If a breach is found, it will be reported to the police and the Hotel Guest must immediately leave the Hotel without the right to a refund of costs resulting from shortening the stay.
3. Dangerous items may not be stored in hotel rooms, i.e. weapons, ammunition, flammable materials, flares, etc.
4. On the Hotel premises, in particular on balconies and terraces belonging to hotel rooms, bars and common areas, it is prohibited to ignite flares, fireworks, etc.
5. Solicitation and door-to-door sales are prohibited on the Hotel premises.

6. It is prohibited on the Hotel premises to make excessive noise, cause unpleasant odors, or perform other actions that disturb, harm, or irritate other Hotel Guests.
7. Hotel Guests are not allowed to make any changes in hotel rooms and their furnishings, except for minor rearrangement of furniture and equipment, provided this does not compromise their functionality and guests' safety.

#### **§14 COMPLAINTS AND DISPUTES**

1. Any comments related to the stay should be reported to the Hotel Reception (by telephone or in person). They will be considered immediately by the Hotel management.
2. Any complaints regarding Hotel Services should be submitted by Hotel Guests in writing to: **hb8s1@accor.com**
3. Complaints should be submitted immediately after the event forming the basis for the complaint, in any case no later than within **3 days** from the date of such event, and in any case no later than within **14 days** from the date the Hotel Guest leaves the Hotel.
4. The Service Provider shall consider the complaint and inform the Hotel Guest, in writing via e-mail to the address indicated in the complaint, of the manner of handling it within **14 days** from the date of receipt. If the complaint cannot be considered within 14 days, the Service Provider shall notify the Hotel Guest of the reasons for the delay and the expected date of consideration.

#### **§15 AMENDMENT OF THE REGULATIONS**

1. The Service Provider reserves the right to amend these Regulations.
2. The amendment becomes effective upon publication of the amended Regulations on the website and making them available at the Hotel Reception.

#### **§16 APPENDICES TO THE REGULATIONS**

1. An integral part of these Regulations also includes separate regulations defining the rules for using particular attractions or additional services provided by the Hotel.