

§1 SUBJECT OF THE REGULATIONS

1. The regulations apply to the premises of Mercure Szczyrk Resort (hereinafter referred to as the Hotel) and concern all persons using the Hotel's Services, as well as those staying at the Hotel and on the property of the Hotel. The Hotel is located in Szczyrk, at Wrzosowa 28a. The operator of the Hotel is Beskid Resort Properties sp. z o.o., based at Wrzosowa 28 A, 43-370 Szczyrk, registered in the business register maintained by the District Court in Bielsko-Biała, VI Economic Division under the KRS number 0000160176, NIP 5470085485, REGON 070017990 (hereinafter referred to as the Service Provider).
2. Hotel Services mean all services provided to Hotel Guests by the Service Provider, in accordance with these regulations, that is, hotel services according to the Act of August 29, 1997, on hotel services and tour guides, including in particular:
 - renting hotel rooms,
 - catering services,
 - organizing events, special occasions, conferences, etc.
 - renting conference, restaurant, and banquet halls,
 - renting a parking space,
 - services related to physical activity (gym, fitness),
 - services related to body care, massages (SPA).
3. Hotel Guest means a natural person using the Hotel Services.
4. Service Recipient means an entity (a natural person, legal person, or other organizational unit) using the Hotel Services based on an individual service provision agreement (Service Provision Agreement). The provisions of these regulations applicable to Hotel Guests also apply to natural persons using the Hotel Services under the Service Provision Agreement.
5. The Hotel Regulations define the principles of providing Hotel Services, the rules for Hotel Guests' presence on the premises of the Hotel, as well as the principles of liability of the Service Provider and Hotel Guests, and appropriately Service Recipients in connection with the provision and use of Hotel Services.
6. The Hotel Regulations form an integral part of the agreement concluded through the reservation made by the Hotel Guest, through the payment of a deposit or the entire amount for the stay, or by signing the registration card, or appropriately through the conclusion of the Service Provision Agreement between the Service Recipient and the Service Provider. By carrying out the above actions, the Hotel

Guest or appropriately the Service Recipient confirms that they have read and fully accept the terms of the Regulations and undertake to comply with them.

§2 RESERVATION

1. Room and hotel service reservations can be made through online reservation systems, by phone, by email, or in person at the Hotel Reception. Reservations can be made by a natural person with full legal capacity.
2. The provisions of this paragraph also apply to reservations made by Service Recipients to the extent that the Service Provision Agreement does not provide otherwise.
3. In order to make a reservation, it is necessary to provide personal data necessary for the execution of Services (such as: first and last name, email address, mobile phone number) and to partially or fully pay for the stay – depending on the terms of the specific 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 false or misleading.
4. In cases where the terms of the specific offer do not require any part of the payment for the stay before its commencement, the Service Provider does not guarantee the Hotel Guest a reservation of a room.
5. At the time of making the reservation, the Service Provider (or the intermediary acting on behalf of the Service Provider) will inform the Hotel Guest about: a) the main data regarding the reservation, b) the price of the Service, c) the identification details of the Service Provider, d) the necessity of additional payment for services not covered by the reservation, in the case of ordering additional services by the Hotel Guest during their stay at the Hotel, e) the terms of cancellation of the reservation, where cancellation means withdrawal from the Hotel Service Agreement (resignation from the provision of Hotel Services).
6. After making the reservation, the Service Provider will send the Hotel Guest via email to the provided email address a confirmation of the reservation along with the information mentioned in point 5. In the case of reservations made by phone or in person, the information indicated in point 5 will be provided to the Hotel Guest during the reservation or in another manner agreed upon with the Hotel Guest.
7. If a prepayment is required by the Service Provider, it should be paid within the agreed timeframe to the indicated bank account number.
8. In the absence of a recorded prepayment within the specified timeframe, the Service Provider may cancel the reservation.

9. Payments can be made in cash, by bank transfer, by debit or credit card, or according to the conditions applicable to the respective 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 will be promptly notified. In such a case, the Service Provider will ensure accommodation in the nearest hotel of similar standard. In this case, the Service Provider will also cover the cost of one transportation to and from the substitute hotel.
12. Cancellation of the reservation made by the Hotel Guest should be done in the same manner as it 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 PM, unless the terms of the specific offer state otherwise.
14. In the case of cancellation after the deadline referred to in point 13 or failure to appear by the Hotel Guest at the Hotel on the declared day of the start of the reserved stay, the Hotel Guest will be obliged to pay the total cost of the reservation fee, unless the reservation was made under an offer whose terms state otherwise.

§3 HOTEL DAY, STAY DURATION

1. The room in the Hotel is rented by the day.
2. The hotel day begins at 4:00 PM and ends at 12:00 PM the next day.
3. If the Hotel Guest did not specify the duration of stay at the time of room rental, it is assumed that the room has been rented for one day.
4. The Hotel Guest should notify the reception by 6:00 PM on the day before departure if they wish to extend their stay or the hotel day. The Hotel will consider the request for an extension of stay as far as possible, subject to the remaining provisions of the Regulations.
5. The Service Provider reserves the right to refuse to extend the Hotel Guest's stay in the Hotel in the case of non-payment for the current stay or in case of non-compliance with the applicable Regulations.
6. In the event that the Hotel Guest does not leave the room after the expiration of the stay period, the Service Provider reserves the right to pack the Hotel 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 Duty Manager. The

packed items will be kept in the Hotel's deposit and will be available for collection at the Reception.

7. The request to shorten the stay must be reported by the Guest at the hotel Reception no later than 12:00 PM on the day before the planned departure. Otherwise, the next hotel day is considered to have started, unless the rules of the offer purchased by the Hotel Guest provide otherwise.

§4 CHECK-IN AND STAY IN THE HOTEL

1. The basis for accepting the Hotel Guest is presenting an identity document with a photo to the Reception staff and signing the registration card.
2. The Service Provider reserves the right to pre-authorize the payment card or charge for the entire stay and additionally the amount of 200 PLN (two hundred zlotys) for each day of check-in. In the case of the Guest's refusal to pay, leave a credit card pre-authorization, or cash deposit, the Hotel Reception has the right to refuse check-in.
3. Additional charges resulting from the stay should be settled by the Hotel Guest no later than on the day of departure.
4. In case of non-settlement of all dues related to the stay, the Service Provider has the right to charge the Hotel Guest for all services and goods provided to them, as well as for any damages caused by the Guest.
5. The Hotel Guest may not transfer the room to other persons without prior registration of the third party at the Reception, even if the period for which they paid for the stay has not expired.
6. Persons not registered at the Hotel may stay in the hotel room only after prior notification by the Hotel Guest to the Reception, only between the hours of 7:00 AM - 10:00 PM.
7. A quiet hour is observed in the Hotel from 10:00 PM to 7:00 AM. During the quiet hour, the Hotel or third parties acting with the Hotel's consent may organize events in designated areas. The behavior of guests or persons using the Hotel's services should not disturb the peaceful stay of other guests. The Hotel may immediately refuse further services to any person who violates this rule.
8. The behavior of Hotel Guests and persons using the Hotel Services should not disturb the peaceful stay of other Hotel Guests. The Service Provider may refuse further Services to any person who violates this rule.
9. The Service Provider may refuse to accept a Hotel Guest who during a previous stay grossly violated the Regulations causing damage to the property of the Hotel or Hotel Guests or caused damage to the person of the Hotel Guest, Hotel staff,

or other persons staying in the Hotel, or otherwise disturbed the peaceful stay of Hotel Guests or the operation of the Hotel.

10. The Service Provider reserves the right to refuse to accept a Hotel Guest for justified reasons.
11. The Hotel has a total ban on smoking tobacco products and electronic cigarettes (this also applies to balconies) outside designated areas. In case of violation of the ban, the Hotel Guest may be charged a penalty of 2000 PLN for each confirmed violation of the ban, as well as the obligation to cover the cost of calling and arrival of services notified automatically by the fire alarm system.
12. The Service Provider informs that in the Hotel in common areas (reception, lobby, restaurant, fitness area, pool, corridors, conference center, garage) a surveillance system has been installed for security reasons, and recordings are used only for safety and service agreement purposes.
13. The hotel staff is trained to recognize signs of violence against children and is obliged to report any suspicions to the relevant authorities.
14. Upon check-in, the guardian must present documents confirming the identity of the child. In case of refusal to present the document and staff suspicions regarding the safety of the child, the staff has the right to refuse check-in and must inform the police.
15. In case of suspicion that a child is a victim of violence or neglect, the hotel staff is obliged to take appropriate steps to ensure the child's safety, including informing the police or other relevant authorities.

S5 SAFETY

1. Each time the Hotel Guest leaves the hotel room, they are obliged to secure it properly so that access to third parties is not possible. During the absence of the Hotel Guest in the room, windows and doors must remain closed.
2. For fire safety reasons, it is prohibited to use devices or objects in hotel rooms that are not part of the room's equipment (e.g., heaters, electric cookers, candles, etc.).
3. In the event of noticing a fire, the Hotel Guest should, if possible, notify the Hotel staff of the danger and proceed to the exit according to the evacuation direction instructions.
4. Until the arrival of the fire department and/or other appropriate rescue or law enforcement services, the responsibility for the evacuation of persons in the Hotel rests with the Hotel staff.

5. There is an evacuation plan in each room, which the Hotel Guest is obliged to familiarize themselves with immediately after taking over the hotel room.
6. The Hotel has an audio warning system, which informs of necessary behaviors to be taken in case of danger. The Hotel Guest is obliged to comply with the announcements made by the system as well as with the orders and instructions issued by the Hotel staff.
7. There is a room safe in the hotel room. It is recommended to store documents, cash, securities, valuables, or items of scientific or artistic value in it, provided that these items have not been placed by the Hotel Guest in the hotel safe.
8. The Service Provider is not liable for the loss or damage of items placed by Hotel Guests in the room safe, unless such liability arises from absolutely binding provisions of law.
9. It is not allowed to move around the Hotel on scooters, ride-on toys, roller skates, and skateboards.
10. The responsibility for the Guest's belongings is regulated by articles 846-851 of the Civil Code.

§6 HOTEL SERVICES

1. The Service Provider provides Services of a standard consistent with the Hotel's category. In case of reservations regarding the quality of the Hotel Services, the Hotel Guest is asked to report them to the Reception as soon as possible, which will allow the Hotel staff to respond promptly.
2. The Hotel is obliged to provide:
 - conditions for relaxation,
 - safety of stay and protection of personal data,
 - professional and courteous service regarding all Services provided by the Hotel,
 - cleaning of the room and performing necessary repairs during the absence of the Hotel Guest, and in their presence only when they express such a wish,
 - efficient technical service; in case of failures that cannot be eliminated, the Hotel will strive to mitigate any inconveniences as much as possible.
 - in the case described above or repairs, the Hotel Guest waives any claims and rights to compensation.
3. The Hotel provides the following services as part of the stay:

- providing information related to the stay and travel,
 - wake-up calls at the specified time,
 - access to the internet,
 - storing valuables in the hotel safe located behind the Reception during the Hotel Guest's stay at the Hotel, in accordance with the relevant provisions of the Civil Code,
 - storing luggage and sports equipment such as skis and bicycles (the Hotel may refuse to accept luggage for storage on dates other than the Guest's stay and refuse to accept items that do not have the characteristics of personal luggage),
 - ordering transportation services.
4. At the Hotel Guest's request, the Hotel provides the following paid services:
- catering services, including room service, minibar,
 - SPA services,
 - scanning, copying, and printing documents,
 - laundry and ironing,
 - renting a parking space.
5. The Hotel offers the possibility to use the SPA area and the Flow swimming pool complex. The rules for using these areas are defined in separate regulations available at the Hotel Reception, SPA Reception, and on the Hotel's website. The Hotel Guest should familiarize themselves with the content of these regulations before using the services and comply with their provisions.

S7 PARKING

1. The Hotel's property includes a garage and an outdoor parking lot, which are subject to additional charges. Parking spaces are offered to Hotel Guests based on availability.
2. The price for using the Hotel Parking is indicated in separate regulations or is included in individual arrangements.
3. The Hotel Parking is not a guarded parking lot.
4. The Service Provider is not liable for damage to and loss of a car or other vehicle belonging to the Hotel Guest.

5. The Service Provider is not liable for items and pets left in the vehicle, regardless of whether the vehicle was parked in the Hotel Parking or outside the parking lot on the Hotel property.
6. The rules for using the Hotel Parking are defined in separate regulations available at the Hotel Reception.

§8 PETS ACCEPTANCE

1. Under the rules specified in this paragraph, the possibility of pets accompanying the Hotel Guest during their stay at the Hotel is allowed.
2. The Hotel Guest is obliged to obtain the Service Provider's consent for the pet's stay at the Hotel when making the reservation.
3. Only domestic animals, dogs and cats weighing up to 15 kg, may stay in the Hotel. The stay of larger animals is possible only after individual contact and consent from the Hotel. The Hotel reserves the right to refuse to accept animals whose species/breeds are generally considered dangerous or aggressive.
4. The price for the pet's stay at the Hotel is 70 PLN gross/day.
5. Only healthy pets that have been dewormed and have a health booklet with current mandatory vaccinations are accepted at the Hotel. The Hotel has the right to ask for the pet's health booklet. It may refuse to accept sick animals or those recovering.
6. If the bedding in the room where the pet is staying is soiled (fur, mud), the Hotel Guest will be charged additional costs for laundry services. If the bedding in the room where the pet is staying is damaged, the Hotel Guest is obliged to cover the cost of replacing the entire set.
7. All damages to the property of the Hotel or the property of other Hotel Guests, as well as dirt requiring additional work by the staff caused by the pet, will be valued by the Hotel, and the costs will be charged to the Hotel Guest accompanied by the pet.
8. The Hotel Guest is responsible for maintaining quiet in the Hotel due to their pet and not disturbing other Hotel Guests. In the case of repeated complaints from Hotel Guests or staff, the Hotel reserves the right to request the removal of the animal from the Hotel.
9. In common areas, the Owner is obliged to keep the dog on a leash and muzzled.
10. It is prohibited to bring animals into the premises of gastronomic and recreational points. The ban also applies to the presence of animals in children's playrooms and game rooms.

11. The Hotel Guest who owns a dog is obliged to clean up the dog's waste on the Hotel premises and in its surroundings. Cat owners must have a litter box with sand or gravel.
12. No animals should be left alone in the room longer than their individual physiological needs require. In case Hotel staff has reasonable suspicions that an animal left in the room disturbs other guests, damages Hotel property, or may create a dangerous 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 to allow staff to enter the guest's room with the possible assistance of relevant services and remove the animal from the Hotel. All costs resulting from the above are covered by the animal's owner.

§9 CATERING

1. Guests are prohibited from taking food and drinks out of the restaurant. All dishes and drinks taken from the gastronomic point are subject to additional charges.
2. In particularly justified cases, the restaurant manager may grant permission to take meals and drinks out of the restaurant without additional fees.
3. It is forbidden to enter the restaurant in bathrobes and swimsuits. It is also prohibited to enter the restaurant in ski boots and with animals.
4. It is prohibited to bring and consume one's own food and alcoholic products. In justified cases, the restaurant manager grants permission to bring alcohol, for which a corkage fee of 50.00 PLN is charged for a bottle of alcohol up to 0.75 liters (inclusive), while for a bottle of alcohol exceeding 0.75 liters, a corkage fee of 100.00 PLN is charged – regardless of the type of alcohol.
5. The safety of children in gastronomic points and the playroom in the restaurant is the responsibility of the guardians, who should maintain constant supervision over the children's behavior.
6. In the case of purchasing hotel or catering services including breakfast or lunch, the Customer is entitled to a one-time entry to the restaurant, and each subsequent exit is treated as the end of using the service. Additional entries are subject to a fee.
7. In the gastronomic points, there is a ban on selling alcoholic beverages, energy drinks, and non-alcoholic beers to persons under the age of 18.

§10 LIABILITY OF THE SERVICE PROVIDER

1. The Service Provider is responsible for the loss or damage of items brought by Hotel Guests as persons using the services within the scope specified by articles

846-849 of the Civil Code, unless the parties have decided otherwise (including in particular in the Service Provision Agreement).

2. The Hotel Guest should notify the Reception of any damage immediately after its occurrence.
3. The Service Provider is not liable for the theft of money, theft, damage, or destruction of securities, valuables, or items of scientific or artistic value, unless these items have been deposited by the Hotel Guest and placed in the hotel safe located behind the Reception or have been placed by them in the room safe, unless such liability arises from absolutely binding provisions of law.
4. The Service Provider reserves the right to refuse to accept items of high value (over 50,000 PLN) for hotel deposit, significant amounts of money (over 50,000 PLN), items threatening safety, and bulky items that cannot be placed in the safe.
5. The Service Provider's liability for damage resulting from the damage or loss of items brought by one Hotel Guest is limited to the amount of one hundred times the charge for one hotel day and cannot exceed fifty times this charge for one item, subject to absolutely binding provisions of law.

§11 LIABILITY OF THE HOTEL GUEST AND SERVICE RECIPIENT

1. The Hotel Guest is also responsible for damage caused by the behavior of persons under their supervision (including minors), persons who were brought to the Hotel by the Hotel Guest, as well as damage caused by pets (according to the provisions of §8).
2. The Service Recipient is jointly liable with the Hotel Guest for damages caused by Hotel Guests using the Hotel Services under the Service Provision Agreement, taking into account the relevant provisions of such Agreement.
3. Unless the detailed provisions of these Regulations or the provisions of the Service Provision Agreement provide otherwise, the liability of the Hotel Guest and the Service Recipient 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 the age of 13 should ensure constant supervision of such children, that is, ensuring that the children are present on the premises of the Hotel in the company and under the care of the Hotel Guest.
5. After checking into the Hotel, the Hotel Guest should familiarize themselves with the room's equipment and keep it in good condition. In the event of noticing destruction, damage, deterioration, lack of functionality of room equipment, etc.,

the Hotel Guest should immediately notify the Hotel Reception. In the absence of such a report from the Hotel Guest and detection of destruction, damage, deterioration, lack of functionality of the room equipment, etc. by the Hotel staff, the Hotel Guest will be held financially responsible for the damage caused.

6. The provision of point 5 also applies to any destruction, damage, deterioration, lack of functionality of room equipment, etc., noticed by the Hotel Guest during their stay at the Hotel.
7. The Service Provider reserves the right to charge the Hotel Guest's payment card the amount equal to the compensation due to the Service Provider for the damage caused by the Hotel Guest, established after their departure. If it is not possible to charge the card (e.g., due to a lack of card data), the Service Provider has the right to seek redress from the Hotel Guest in any legally permissible manner.
8. In case of violation by the Hotel Guest of the provisions of the Regulations, the Service Provider may refuse to provide further Services to the Hotel Guest and demand that they leave the Hotel. The Hotel Guest is obliged to comply immediately with the Service Provider's request, settle the charges for the stay and other Hotel Services, and (if applicable) to pay compensation for the damage caused and to leave the Hotel.
9. The Service Provider has a statutory lien on items brought by the Hotel Guest to the Hotel, to secure the Service Provider's claims for payments, remuneration, and damages due for the provided Hotel Services.

§12 RETURN OF LEFT ITEMS

1. Items left in the hotel room after the Hotel Guest's departure will be sent back at their cost to the address indicated by them after receiving the Guest's instruction.
2. In the absence of such an instruction from the Hotel Guest, the Service Provider will store the left items for a period of three months. After this period, the items left by the Hotel Guest are considered abandoned and become the property of the Service Provider, which may donate them for charitable purposes.
3. Items left by the Hotel Guest in the hotel room, which are in closed packages or bottles, will be stored for 24 hours from the moment the Hotel Guest leaves the Hotel. After this period, the provisions of point 2 shall apply.
4. In the case of found items, the Service Provider applies the Act of February 20, 2015, on found items.

§13 ADDITIONAL PROVISIONS

1. The Hotel has the option to collect a local fee in accordance with applicable regulations.
2. The Hotel has a total ban on the possession and use of illegal drugs. In case of violation of this prohibition, this fact will be reported to the Police, and the Hotel Guest will have to leave the Hotel immediately without the right to a refund for costs resulting from the shortening of the stay in the Hotel.
3. It is prohibited to store dangerous items in hotel rooms, such as weapons, ammunition, flammable materials, illuminating materials, etc.
4. On the premises of the hotel, especially on balconies and terraces attached to hotel rooms, bars, and common areas, the use of flares, fireworks, etc. is prohibited.
5. The solicitation and street sales are prohibited on the premises of the Hotel.
6. Excessive noise, causing unpleasant odors, and performing other activities that disturb, harm, or irritate other Hotel Guests are prohibited on the premises of the Hotel.
7. Hotel Guests are not allowed to make any changes to hotel rooms and their equipment, except for minor rearrangements of furniture and equipment, without compromising their functionality and the safety of Hotel Guests.

§14 COMPLAINTS AND DISPUTES

1. All comments related to the stay should be reported to the Hotel Reception (by phone or in person). They will be handled promptly by the Hotel management.
2. All complaints regarding Hotel Services should be submitted by Hotel Guests in writing to the email address: hb8s1@accor.com.
3. Complaints should be submitted immediately after the occurrence of the event that forms the basis for the complaint, in any case no later than 3 days from the date of such event, and in any case no later than 14 days from the day the Hotel Guest leaves the Hotel.
4. The Service Provider will review the complaint and inform the Hotel Guest of its resolution in writing via email to the address indicated in the complaint, within 14 days from the date of receipt. If the complaint cannot be resolved within 14 days, the Service Provider will notify the Hotel Guest of the reasons for the delay and the expected date of resolution of the complaint.

§15 CHANGE OF REGULATIONS

1. The Service Provider reserves the right to change these Regulations.

2. The change is effective from the moment the amended Regulations are published on the website and displayed at the Hotel Reception.

§16 ATTACHMENTS TO THE REGULATIONS

1. The regulations that define the rules for using individual attractions or additional services provided by the Hotel are also an integral part of these Regulations.