
CRYSTAL
MOUNTAIN



CAR PARK
REGULATIONS

REGULATIONS OF THE PAID GUARDED CAR PARK

§ 1. GENERAL RULES

1. These Regulations (hereinafter referred to as: the Regulations) define the terms and conditions for the use of parking spaces in the guarded car park of Crystal Mountain***** hotel (hereinafter referred to as: the Guarded car park). These Regulations constitute an integral part of a storage agreement, the conclusion of which takes place in the manner specified in the Regulations.
2. The Guarded car park is managed by WISŁA MOUNTAIN RESORT OPERATOR Spółka z ograniczoną odpowiedzialnością Spółka komandytowa, with its registered office in Warsaw (00-023), at ul. Widok 8, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS [National Court Register] number: 0000678720 (hereinafter referred to as: the Hotel).
3. These Regulations are available at the entrance to the Guarded car park, at the Hotel Reception desk, in each hotel room, as well as on the website www.crystal-mountain.pl. The capitalized terms defined in the regulations of Crystal Mountain***** hotel, and not defined in these Regulations, have the same meaning in these Regulations. In matters not covered by the Guarded car park Regulations, regulations of Crystal Mountain***** Hotel shall apply.
4. Before using the Guarded car park, each user declares that he/she has read and accepted the provisions of the Regulations in an electronic form when booking a stay at the Hotel or by signing a residence card.
5. The Guarded car park is located on the premises of the Hotel in Wisła, at ul. Bukowa 19A, only in an underground garage.
6. The Guarded car park is subject to the following security measures:
 - a) electronic monitoring with the use of video cameras,
 - b) access control system (entry-exit gates with a license plate scanner) with a hands-free communication system,
 - c) supervision of a person appointed by the Hotel.
7. The Guarded car park is open 24 hours a day, 7 days a week.
8. The Guarded Car Park is a paid car park according to the agreed price list available at the Hotel Reception desk, when making a booking on the website www.crystal-mountain.pl, as well as within the area of the Guarded Car Park.
9. The Guarded Car Park is intended only for a hotel Guest who, in accordance with the provisions of these Regulations and regulations of Crystal Mountain Hotel***** , ordered an additional Guarded car park service.
10. Parties to the agreement for storing a vehicle in the Guarded Car Park are the Hotel and the owner or user of a vehicle who is a Hotel guest (hereinafter referred to as: the Guest).
11. Parties to the agreement for storing a vehicle in the Guarded Car Park are the Hotel and the owner or user of a vehicle who is a Hotel guest (hereinafter referred to as: the Guest).
12. The subject matter of storage is only the Guest's vehicle and items that are part of its factory equipment.

§ 2. USING THE CAR PARK

1. The Guest has the right to use the additional, paid service of storing his/her vehicle in the Guarded car park. The Guest shall pay for the Guarded car park in accordance with payment rules specified in the Hotel regulations.
2. Before entering the Guarded car park with a vehicle and leaving it in the designated parking space, the Guest is obliged to conclude a storage agreement and to read and accept these Regulations.
3. It is recommended to book a place in the Guarded car park when booking a stay at the Hotel, due to the limited number of parking spaces. The Guest should provide the Hotel with registration number of his/her vehicle, which is the subject of storage agreement, before arriving at the Hotel (it is recommended to provide it at the booking stage), so that the Hotel staff can enter the registration number of the Guest's vehicle into the parking system.
4. The agreement for storing the vehicle in the Guarded car park is concluded when the vehicle is placed in the Guarded car park on the designated parking space, after the Guest has previously booked a space in the Guarded car park and after the Guest confirms that he/she has read and accepted these Regulations.
5. Vehicle registration plates are scanned by a camera system located at the entrance gate. If the Guest has provided the Hotel with his/her vehicle registration number prior to his/her arrival, the parking system will allow the Guest to enter the Guarded car park without the need for additional contact with the Hotel staff. Failure to provide the registration number before the Guest's arrival will make it impossible to enter the Guarded car park without the need to contact the Hotel staff. In this case, as well as when the entrance gate does not open automatically for any other reason, the Guest should go to the Reception desk or contact the Hotel staff using the hands-free communication system, provide the reservation number under which the Guarded car park service was purchased and vehicle registration number.

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6. The gate is opened automatically when entering the Guarded car park and leaving the Guarded car park after scanning the vehicle's registration plates by the parking system cameras. If the gate does not open automatically, in order to force the gate to open, the Guest should hold his/her room access card against the card reader located by the gate. In case of further issues with opening the gate, the Guest should contact the Hotel staff using the hands-free communication system.
7. Within the area of the Guarded car park, vehicle traffic takes place in accordance with the provisions of the Act Of 20 June 1997, The Law On Road Traffic (i.e. Journal of Laws of 2020, item 110 as amended), to the extent necessary to avoid the threat to safety of people and resulting from road signs and signals.
8. Within the area of the Guarded car park it is forbidden to park a vehicle:
 - a) in a parking space not assigned to the Guest,
 - b) on access roads and roads intended to join traffic,
 - c) on other roads marked with a no parking sign or road surface markings,
 - d) in separated and marked places, except for vehicles authorized to use such places,
 - e) in places where parking a car may pose a threat to the movement of vehicles, people or property or impede the exit or passage of other people using the Guarded car park,
 - f) in places intended for charging electric vehicles, outside the time of charging an electric vehicle.

§ 3. GUEST RIGHTS AND OBLIGATIONS

1. The Guest is obliged to report at the Hotel reception desk if he/she wants to leave items in his/her vehicle other than those which are part of original equipment of this vehicle.
2. The Hotel may prohibit leaving money, securities, valuable items in the vehicle, in particular jewellery and items of scientific or artistic value and refuse to conclude an agreement for storing the vehicle with the above-mentioned items inside. Such items may be stored by the Hotel on the general terms specified in Art. 849 § 3 of the Civil Code.
3. The Guest is obliged to leave the vehicle in the designated parking space in the Guarded car park.
4. When leaving the vehicle in the Guarded car park, the Guest is obliged to turn off all external and internal lights, audio-visual system devices and other devices that are unnecessary during the stay, however this obligation does not apply to the alarm system, which should remain active.
5. When leaving the vehicle in the Guarded car park, the Guest is obliged to secure the vehicle against:
 - a) self-displacement;
 - b) access to the vehicle by third parties and unauthorized persons, by closing and blocking all windows, doors, and other openings, e.g. sunroof, with the use of factory devices and the alarm system.
6. When leaving the vehicle in the Guarded car park, the Guest is obliged to secure all sets of keys or other devices enabling access to this vehicle, vehicle documents (registration card, vehicle card, vehicle insurance certificate), hotel room card enabling access to the parking system within his/her own scope. Leaving the above-mentioned items in the vehicle is prohibited. The Guest should not share these items with other people.
7. After the end of the term of the agreement for storing the vehicle in the Guarded car park, registration number of the vehicle is removed from the parking system, and the hotel room card allowing access to the parking system automatically becomes inactive in the parking system.
8. For the purposes of maintaining the highest degree of safety and order in the Guarded car park area, it is prohibited to:
 - a) cause any events that threaten the safety of life and health of people, animals and property;
 - b) drive the vehicle under the influence of alcohol or another abusive substances;
 - c) consume alcohol or other abusive substances;
 - d) store and leave: documents, money and other valuables, live animals, flammable, corrosive, explosive materials, other materials hazardous to life, human health and property in the vehicle without the consent of the Hotel;
 - f) litter the area of the Guarded car park;
 - g) smoke tobacco (including electronic cigarettes) and other intoxicants.
9. The Guest is obliged to immediately report the fact that he/she has caused a damage to the Guarded car park to the Hotel Reception desk or the Hotel security service.
10. The Guest is obliged to immediately report any damage to his/her vehicle (including theft, burglary) that occurred in the Guarded car parking to the Hotel reception or to the Hotel security service.
11. If a hotel room card is lost, the Guest is obliged to immediately report this fact to the Hotel Reception desk in order to block access to the parking system for the lost card and issue a new card.

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§ 4. OBLIGATIONS AND RESPONSIBILITY OF THE HOTEL

1. After concluding an agreement for the storage of a vehicle in the Guarded car park with the Guest, the Hotel is responsible for the subject of the agreement under the conditions specified in the Civil Code, in particular those specified in Art. 835-845 of the Civil Code.
2. The Hotel is obliged to provide the Guest with access card to his/her hotel room, entitling him/her to use the parking system, active for the duration of the agreement for the storage of a vehicle.
3. The Hotel is obliged to provide the Guest with these Regulations.
4. In the event of a crime, offence or other event causing detriment to the Guest or by the Guest, the Hotel shall immediately notify the Police.
5. The hotel may verify persons using the vehicle as part of the Guarded car park service, if it is necessary for the proper performance of the vehicle storage agreement.
6. In the event of a refusal to provide information to the Hotel security service or the Hotel Reception staff by a person using the vehicle that is the subject of storage agreement, the Hotel may recognize such a person as an unauthorized person and take steps to prevent the vehicle from leaving the Guarded car park, including notifying the Police. The Hotel may contact the Guest in order to verify the identity of persons authorized to use the vehicle, which is the subject of storage agreement.
7. The Hotel will inform the Guest about any irregularities and other random events related to the subject of storage agreement.
8. The Hotel is responsible for the vehicle that is the subject of storage agreement on the terms set out in the generally applicable law, unless the generally applicable law allows for the limitation or exclusion of all or partial liability.
9. A person in possession of items and documents referred to in §3 point 6 of these Regulations may be recognized by the Hotel as a person authorized to use the Guest's vehicle, including entering the Guarded car park or leaving the Guarded car park.

§ 5. FINAL INFORMATION

1. Vehicles equipped with an LPG system cannot enter the underground Guarded car park.
2. It is forbidden to enter the Guarded car park with technically inoperable vehicles.
3. Vehicles with an external or internal load posing a threat or difficulty to other users of the Guarded car park cannot enter the Guarded car park.
4. It is forbidden to enter the guarded car park with vehicles with a trailer (except for motorcycles with trailers, the dimensions of which make it possible to place a combination of vehicles in one parking space), as well as large goods vehicles with a permissible total weight of approx. 3.5 tons.
5. In cases specified in points 1-4 above and in other cases specified in the Regulations, the Hotel may refuse to conclude a vehicle storage agreement.
6. The Guest may pick up the vehicle or use the vehicle at any time during the period of storage agreement.
7. Storage agreement is concluded for the duration of the Guest's stay at the Hotel, unless the Guest and the Hotel have agreed on a different duration of the agreement.
8. If the Guest fails to collect the vehicle no later than until 11:00 AM on the last day of storage agreement (i.e. the last day of the Guest's stay at the Hotel), the storage agreement is extended for an indefinite period for a remuneration due to the Hotel as a storekeeper in accordance with the Guarded car park price list.
9. In matters not covered by the Regulations, the provisions of generally applicable law shall apply, including in particular the provisions of the Civil Code. Information on amicable (out-of-court) methods of examining complaints and pursuing claims, as well as the rules of access to these proceedings are included in the Hotel regulations.
10. Using the Guarded car park without concluding an agreement with the Hotel is subject to a fee in accordance with the Guarded car park price list.
11. In the event of any disputes arising from the performance of storage agreement, the court competent to settle the disputes is the court having jurisdiction under general rules.
12. Rules for processing the Guest's personal data are set out in the Hotel regulations. Providing the vehicle registration number is necessary to use the Guarded car park. Failure to provide this number will result in a refusal to conclude the storage agreement.
13. All requests and reservations may be directed to the Hotel Reception desk or to the Hotel security service directly or by phone at +48 33 44 34 801 or in writing to the following address: Crystal Mountain Hotel***** in Wisła, ul. Bukowa 19A, 43-460 Wisła, or by e-mail to the e-mail address: repcja@crystal-mountain.pl.