

## **RULES AND REGULATIONS OF THE MISTRAL SPORT HOTEL IN GNIEWINO**

**Dear Sir or Madam,**

**We are very pleased to welcome you in our Hotel. These Rules and Regulations are intended primarily to ensure a peaceful and safe stay in the Hotel for our Guests and other persons using the hotel services, therefore we will highly value your cooperation in complying with these.**

### **§ 1 Subject of the Rules and Regulations**

1. The Mistral Sport Hotel (hereinafter referred to as the **Hotel**) is run and managed by the Company operating under the company name: Centrum Sportowo - Konferencyjne Gniewino Limited liability company with its registered office in Gniewno at ul. Sportowa 5 (84-250 Gniewno), registered under the National Court Register number: 0000345609, whose registration documentation is kept by the Gdańsk-Północ District Court in Gdańsk, 8th Commercial Department of the National Court Register (hereinafter referred to as the "Company").
2. These Rules and Regulations (hereinafter referred to as: the **Regulations**) constitute a basic set of rules in force at the Hotel, sets out the rules for the provision of hotel and catering services by the Company, in the Hotel or using other infrastructure available to the Company, as well as the rules for provision of services related to the organization of conferences, entertainment events, cultural, sports and other events consistent with the current offer of the Company. These Regulations constitute an integral part of each contract concluded with the Company.
3. The Regulations are available on the Company website at: <http://hotelmistralsport.pl/hotel/o-hotelu> and can also be viewed at the reception of the Hotel and in every hotel room.
4. Activities consisting in particular in concluding a contract with the Company, making a reservation, or paying the agreed advance or other service to the Company, signing a residence registration card, staying at the Hotel or other facilities of the Company, are also a confirmation of having read the Regulations and accepting their content .
5. The Regulations apply to all persons who are parties to Contracts with the Company or staying at the Hotel and other facilities of the Company.

### **§2 Services provided by the Hotel**

1. The Hotel provides services in accordance with the Hotel category and standard.
2. The condition for making room available at the Hotel to a person who has concluded a rental agreement with the Company (hereinafter referred to as the **Hotel Guest** or the **Guest**) is to show to the appropriate representative of the Company at the Hotel a photo ID and to sign a residence registration card.
3. The company reserves the right to charge a prepayment fee for the entire duration of the stay in the Hotel.
4. Breakfast is served in the Hotel restaurant from 7:00 am to 10:30 am.
5. There are quiet night hours at the Hotel from 10 pm to 6:00 am.
6. A Hotel Guest may not share a rented room with a third party.
7. Persons not accommodated in the Hotel can stay in a Hotel room from 7:00 am to 10 pm, in which case the Hotel Guest accepts and bears full responsibility for any damage caused by such persons at the Hotel or the Company facilities.

8. A Hotel Guest does not claim the right to the availability of a specific hotel room, unless the Hotel has confirmed the availability of a specific hotel room in writing.
9. In case of any reservations regarding the quality of services provided by the Hotel, in order to recognize these reservations, they are to be immediately reported to the reception at the Hotel.
10. The Hotel is obliged to provide the Guest with:
  - a) Proper conditions for a full and unfettered stay,
  - b) Safety of stay, including the security of confidentiality of information about the Guest,
  - c) Professional and courteous service in terms of services provided at the Hotel,
  - d) Cleaning the hotel room and performing necessary repairs of equipment during the Guest's absence in the hotel room, and in the case of the Guest's presence in the hotel room, performing these actions only at the Guest's express request,
  - e) Changing the hotel room, as far as possible, when the defects in the hotel room cannot be removed, or otherwise alleviate significant inconveniences.
11. At the Guest's request, the Hotel additionally provides the following services free of charge:
  - a) Providing information related to stay and travel,
  - b) Wake up service at the time set by the Guest,
  - c) Providing iron and ironing board for the period of one hour,
  - d) Safekeeping money and valuables in the Hotel deposit at the reception during the Guest's stay at the Hotel,
  - e) Storage of luggage of the Guests accommodated in the Hotel,
  - f) If available, placing a cot for small children (children up to 4 years old) in the hotel room.
12. The Hotel reserves the right to refuse to provide hotel services to a person who is under the influence of drugs and / or alcohol and behaves in a manner inconsistent with generally accepted social / ethical norms, including exhibiting aggressive behavior and uttering criminal threats.
13. The Company is entitled to refuse to provide a room at the Hotel and other services to a Guest who has violated or violates the contract concluded with the Company, in particular the provisions of the Regulations.

### **§3 Check-in and check-out time (hotel night)**

1. Hotel rooms are rented for hotel nights.
2. A hotel night lasts from 2 pm to 11 am the next day, unless agreed otherwise individually.
3. If the Hotel Guest did not specify the length of stay when booking the hotel room, it is assumed that the hotel room is rented for one hotel night.
4. Unless agreed otherwise, reservations made at the Hotel are valid until 10 pm on the day of the planned arrival, which means that after that hour their validity expires, without the obligation of the Company to owe any benefit to the person who made the reservation, in particular without obligation to ensure a hotel room and payment (return) of the payment obtained in connection with such a reservation.
5. The Hotel, at a special request of the Guest, may shorten or extend the hotel night. Both early check-out (free of charge) and the extension of the hotel night (late check-out) (in accordance with the rules set out in sections 6 and 8 below) are the sole responsibility of the Hotel. The final confirmation is made by the reception of the Hotel at the Guest's request the day before arrival (early check-out) or on the day of departure (extending of the hotel night).
6. If the Guest intends to extend the hotel stay by another hotel nights (extension of the stay), beyond the period indicated on the day of the Guest's check-in at the Hotel or beyond the period resulting from the reservation referred to in § 4 of the Regulations, the Hotel Guest is obliged to inform the Hotel reception

about such intent, not later than by 10:00 am on the day on which the Guest is to be checked out from the Hotel. The reception confirms the possibility of extending the stay depending on the availability of hotel rooms. The Hotel is not bound by the Guest's statement regarding the extension of the hotel stay by another hotel nights (extension of the stay).

7. In the event of the Hotel Guest's resignation from the right to use the room before the expiry of the period for which it was rented, the Company shall be entitled to claim payment of the entire amount for the agreed rental period, moreover, the Company shall not be obliged to pay and return any benefits to the Hotel Guest.
8. If the Hotel Guest does not leave the room after the hotel night has expired, despite the expiry of the room rental contract, the Hotel reception, at the Guest's request and as the availability of hotel rooms, may extend the hotel night:
  - a) Free until 2 pm.
  - b) Until 6 pm the Hotel is entitled to charge the Guest PLN 100,
  - c) Until 8 pm the Hotel is entitled to charge the Guest PLN 150,
  - d) After 8 pm the Hotel is entitled to charge the full fee per hotel night.

#### **§4 Reservation**

1. The reservation of hotel services can be made in particular by:
  - a) Hotel website: [www.hotelmistralsport.pl](http://www.hotelmistralsport.pl),
  - b) external online booking websites, administered by external reservation system operators,
  - c) Electronic booking: [recepca@hotelmistralsport.pl](mailto:recepca@hotelmistralsport.pl),
  - d) making a phone reservation at the Hotel reception by phone: +48 58 736 46 00,
  - e) making a phone reservation at the Hotel reception.
2. The Guest is solely responsible for the consequences of providing incorrect data during the booking process.
3. In the case of making a reservation of hotel services by the Guest in the manner specified in section 1 letters c) and d) above, the Hotel will confirm the reservation of the hotel service. Once the confirmation has been made, the reservation is binding for the Hotel.
4. The Hotel, in order to secure the booking of Hotel services, reserves the right to:
  - a) Require the Hotel Guest to make, within the time limit and in the amount specified by the Hotel reception, the payment of the deposit amount to the bank account indicated by the Hotel, or
  - b) Require the Guest to provide valid credit card details and preauthorize it for the amount provided by the Hotel.
5. If the Guest makes the payments referred to in section 4 above, the reservation of the hotel service is treated as guaranteed.
6. In the case of making a reservation of Hotel services by the Guest in the manner specified in section 1 letter e) above, on the day when, according to the Guest's wish, the hotel stay would begin, the Guest is then obliged to pay the entire amount due for the hotel service at the time of the Guest's check-in at the Hotel.
7. In the event of non-cancellation of the reservation of the hotel service referred to in section 1 of this paragraph, by 6 pm on the day on which the first hotel night begins, the Hotel is entitled to charge the Guest the fee for the first hotel night, subject to section 8 of this paragraph.
8. Cancellation of the reservation free of charge referred to in section 7 of this paragraph does not apply to guaranteed reservations referred to in section 5 of this paragraph, special offers (packages, promotional

offers, other), which in particular are published on the Hotel website or via other online platforms operated by third parties.

9. If the Guest is entitled to a refund due to the cancellation of the reservation, the refund will take place in a manner corresponding to the payment made, within 7 (seven) business days from the day the Hotel receives the message about the cancellation of the reservation.
10. The Guest is not entitled to withdraw from the hotel service booking agreement, in accordance with art. 38 point 12 of the Act of 30 May 2014 on Consumer Rights (uniform text: Journal of Laws 2019, item 134 as amended).
11. The Hotel reserves the right to collect a pre-authorization of a credit card or a cash deposit in the amount of the amount due for the entire, planned period of stay and use of hotel services by the Guest, and an additional amount of up to PLN 500.00.

### **§5 Payments**

1. Prices for hotel services include VAT at the rate applicable depending on the type of service.
2. The payment currency is Polish zloty (PLN).
3. The scope of hotel services used by the Guest may be increased during the Guest's stay at the Hotel, at the Guest's request, which will result in an appropriate change in the cost of the hotel service in relation to the cost given during making the Hotel service reservation. Depending on the type of additional Hotel service not provided for in the hotel service reservation, the Guest may pay the amount for the additional service directly in cash or with a valid payment card at the Hotel reception.

### **§6 Hotel liability**

1. The Company is responsible for the loss or damage of items brought by Hotel Guests to a rented room within the scope specified in the provisions of section 846-849 of the Civil Code, however, the Guest is obliged to inform the Hotel reception about the occurrence of damage as soon as it is discovered.
2. The Company liability for loss or damage of money, securities, valuables and items of scientific or artistic value is:
  - a) Excluded if the person bringing these items to the Hotel does not inform the Company in advance about the items in writing,
  - b) Limited if these items are not placed in the reception at the Hotel.
3. In order to secure valuables and other particularly valuable items, the Hotel Guest is obliged to show the utmost diligence, in particular by using the Hotel deposit at the Hotel reception.
4. The Hotel reserves the right to refuse items of excessive value, substantial sums of money, items that endanger security, and items that take up too much space to the Hotel deposit.
5. The claim for compensation for damage due to loss or damage of items brought to the rented room expires if the injured party, after discovering the damage, does not immediately notify the Company about it.
6. The Hotel is not responsible for damage or loss of a car or other vehicle parked by the Guest, nor for items left in a vehicle parked in the Hotel car park.
7. The Hotel is not responsible for the non-performance or improper performance of the Hotel service or other services resulting from the Regulations or other contract with the Guest for reasons beyond the control of the Hotel, in the event of force majeure, including, in particular, the absence of power supply or interruptions in power supplies.

### **§7 Guests' responsibility**

1. All persons staying on the premises of the Hotel and in the Company facilities are obliged to behave in such a way as not to disturb peaceful stay of others nor interfere with the possibility of using the Company services by other persons.
2. The Guest is obliged to leave their hotel room and the equipment in the hotel room or additional equipment of the hotel room made available to the Guests, in a condition not exceeding the wear and tear resulting from their proper operation.
3. The Guest bears full responsibility for any damage or destruction of the equipment or technical devices located in the Hotel and around the Hotel, resulting from the Guest's behavior, as well as the behavior of persons visiting the Guest, as well as animals under the care of the Guest or persons visiting the Guest. The Hotel reserves the right to, during the check-out or after the Guest's departure. charge the Guest's payment card or to collect from the Guest a cash deposit collected by the Hotel during the Guest's check-in, for any damages.
4. Children under the age of 12 should be in the Hotel or the Company's facilities under the constant supervision of their legal guardians. Legal guardians bear full responsibility, including financial responsibility, on the principles set out in section 3 above of this paragraph for any damage or destruction of the Hotel technical equipment or devices resulting from the actions of children under the care of the guardians.
5. The equipment price list is Annex 1 to the Regulations, while the price list for damages and additional work is Annex 2 to the Regulations. Notwithstanding the price lists mentioned above, the Hotel reserves the right to individual and separate damage assessment depending on the scope of work necessary to remove the damage.
6. In the event of violation of the provisions of the Regulations, safety rules security and general social principles of conduct, the Hotel may refuse to provide hotel services to the Guests who violate the above-mentioned. Such a Guest is obliged to immediately comply with the Hotel's requests, settle payments for the previous services, pay for any damage and leave the Hotel.
7. There is a total ban on smoking cigarettes (including e-cigarettes) and tobacco products on the Hotel premises, except for specially designated areas within the Hotel area.
8. The use of drugs, narcotics or other substances of this type is strictly forbidden on the premises of the Hotel and in the Company facilities.
9. In the event of a breach by the persons staying at the Hotel or in the Company facilities of the prohibitions referred to above in § 7 section 7 and section 8, such a person:
  - a) Will be obliged to pay a contractual penalty to the Company in the amount of PLN 1,000.00 for each case of violation, whereby the Company is entitled to claim, on general principles, compensation exceeding the amount of the reserved contractual penalty,
  - b) Will also be obliged to bear all costs (in particular those related to washing curtains, bedding, cleaning upholstery, carpets and rugs) and to cover full damage cost resulting from violation of the bans.The Hotel reserves the right to, during the check-out or after the Guest's departure. charge the Guest's payment card or to collect from the Guest a cash deposit collected by the Hotel during the Guest's check-in, for violating the above-mentioned ban.
10. In the event of a breach by the Guest of the quiet hours referred to in § 2 section 5 of the Regulations, and then after the intervention of another Guest or Hotel employee, when the Guest again violates the quiet hours referred to in § 2 section 5 of the Regulations, the Guest who violates the quiet hours will be obliged to pay to the Company a contractual penalty of PLN 1,000.00. The Hotel reserves the right to,

during the check-out or after the Guest's departure. charge the Guest's payment card or to collect from the Guest a cash deposit collected by the Hotel during the Guest's check-in, for violating the above-mentioned ban.

11. A Guest who has violated the obligations of the Regulations, referred to in section 10 above of this paragraph, shall also be obliged to cover all the costs resulting from the Hotel granting to other Guests compensation for the inconvenience caused by the behavior referred to in section 10 above who have made the intervention referred to in section 10 above and lodged the complaint referred to in § 11 of the Regulations.

### **§8 Guests' obligations**

1. When leaving the room due to the check-out, each time the Hotel Guest is obliged to leave the room with the door locked and leave the room key at the reception of the Hotel.
2. For fire safety reasons, it is forbidden to use the following devices in the hotel rooms and in the Hotel and the Company's facilities: all types of heaters, kettles, electric irons and other similar devices not being part of the equipment of the hotel room. The above does not apply to mobile phone chargers and household appliances and audio and video devices chargers as well as computer power supplies.
3. It is forbidden to store hazardous materials and goods in hotel rooms and on the Company premises, in particular: weapons and ammunition, flammable, explosive and illuminating materials.
4. The Guest is obliged to exercise due care over their luggage, valuables and animals, including securing valuables and other particularly valuable items by submitting them to the Hotel deposit at the reception of the Hotel.
5. Items left behind by the Guest in the hotel room will be sent back to the address indicated by the Guest in the residence card, at the Guest's expense, only on the basis of a documented request of the Guest. If the Hotel does not receive such an instruction from the Guest or the address is not provided, the Hotel will store such items at the Guest's expense for a period not longer than 3 (three) months. Food products, due to their properties, will be stored for no longer than 24 hours.
6. The behavior of the Guest and persons using the hotel services should not interfere with peaceful stay of other Guests. The Hotel may refuse to continue providing hotel services to the Guest or other services resulting from the Regulations, or from another contract concluded with a Guest who violates these rules.
7. Apart from slight rearrangement of furniture and furnishings of the hotel room, which does not affect the room functionality and safety of use, Guests are not allowed to make any changes in the rooms, their equipment or equipment of the Hotel.

### **§9 Hotel car park**

1. The unguarded hotel car park is open 24/7 and consists of parking spaces (spots) and internal roads next to the Hotel, and is a place intended for parking vehicles of the Hotel Guests.
2. Traffic regulations apply in the car park.
3. The Guest is obliged to respect the road signs and other conditions of use of the car park and to follow the instructions of the Hotel employees.
4. The Guest is obliged to drive in the car park with the low beam on, and respect the speed limit of 10 (ten) km / h.
5. Vehicles should only be parked at designated parking spaces, except for reserved spaces which are to be marked clearly as such.
6. The Guest is obliged to park the vehicle on a marked place within the parking space, turn off the engine and all electrical appliances, block the vehicle in a way that prevents the vehicle from moving on its own.

7. The Guest is obliged to secure the vehicle by closing all the doors and windows of the vehicle.
8. The Guest is obliged to secure the vehicle against unauthorized access.
9. The Guest, for security reasons, is obliged not to leave items inside apart from the vehicle factory equipment.
10. Guests using the car park are required to have valid compulsory third party motor insurance.
11. The Guest is responsible for any damages caused to third parties in the area of the car park by the Guest, his or her employees, contractors or his or her accompanying persons.
12. In the event of a collision or traffic accident in the car park, the provisions of the Road Traffic Act apply.
13. All damages, including motor insurance claims, arising in the car park are liquidated as part of the obligatory third-party motor vehicle liability insurance of the perpetrator of damage.
14. The Guest is obliged to immediately inform the Hotel reception employee of any event in the car park, which may result in damage as well as of the damage found and to make a copy of the "Declaration of the causer", no later than before leaving the car park.
15. The Hotel is not responsible for any damage, destruction or loss of a vehicle arising in the car park.
16. The Hotel does not take vehicles left in the car park for storage within the meaning of art. 835 et seq. of the Civil Code.
17. The Hotel is not responsible, in particular, for:
  - a) Items left inside the vehicle,
  - b) Items left in the vehicle and devices that are not factory-fitted equipment and not permanently fixed in the vehicle,
  - c) Vehicle theft from a parking space,
  - d) Natural or fortuitous damages,
  - e) Bumps and collisions.

#### **§10 Rules for animals stay in the Hotel**

1. The Hotel welcomes Guests with pets (cats and dogs). Admission of an animal should be preceded by a notification when booking the stay. It is assumed that the Guest staying with the animal in the Hotel is the owner of the animal.
2. The reception manager consents to the animal stay in the Hotel.
3. The cost of a pet stay in the Hotel is PLN 80 per hotel night, unless a special offer provides otherwise.
4. The Hotel accepts healthy animals which have medical health books (current rabies vaccination and deworming are required). The reception manager has the right to refuse admission of sick or convalescent animals.
5. The reception manager may refuse to accept animals of breeds commonly considered dangerous or aggressive.
6. Pets should be kept in a hotel room. Outside the hotel room, animals must be walked on a leash and always be under the care of the Guest. In special cases, the Hotel reserves the right to introduce a muzzle order.
7. It is forbidden to bring animals to gastronomic and recreational areas as well as children's playgrounds located in the Hotel.
8. Guests are required to have their own bedding for the animal. If the bedding in the room where the animal is staying is dirty (hair, mud, feces, etc.) or damaged, the Guest is obliged to cover the purchase price of the entire set of bedding, at the price specified in the price list applicable in the Hotel.
9. Guests are obliged to immediately clean up the dirt left by their animals in the Hotel and its surroundings.

10. Guests with cats staying in the Hotel are required to have a litter box with cat litter and empty it into a plastic bag, which they will then throw into the container indicated by the Hotel employee.
11. No animal should be left alone in a hotel room longer than its individual physiological needs indicate. In the event that the Hotel employees have reasonable suspicion that an animal left in the hotel room disturbs the stay of other Guests, destroys the property of the Hotel, or may pose a threat to itself or other Guests, the reception manager will try to contact the Guest to solve the problem. If such contact is impossible or the Guest does not respond to the Hotel's calls, the reception manager reserves the right to enter the hotel room of the Guest, also with the possible help of appropriate services, and remove the animal from the Hotel. All costs resulting from the above actions will be covered by the Guest.
12. For security reasons, cleaning of the hotel rooms in which animals are kept takes place only in the presence of the Guest or in the absence of the animal in the hotel room. To arrange a convenient time, please contact the Hotel staff.
13. Guests are responsible for keeping animals quiet at night, referred to in § 2 section 5 of the Regulations and not disturbing the peace of other Guests. In case of receiving a notification or repeated complaints from other Guests or Hotel staff, the reception manager reserves the right to remove the problematic animal from the Hotel.
14. Guests are fully responsible, including financial liability, for any damage or destruction of the Hotel equipment or technical devices, resulting from the behavior of the animals belonging to the Guests.
15. All damages to the property of the Hotel or the property of other Guests, caused by animals, will be valued by the reception manager and their costs will be charged to Guests (owners of the animals).

#### **§11 Complaints**

1. The Guest is obliged to report to the Hotel all the complaints related to the provision of hotel services by the Hotel on the last day of the Guest's stay at the Hotel, before checking out of the Hotel, and if the Guest does not do so, then the time to report the complaints is within 7 (seven) days at the latest from the day of checking out or leaving the Hotel to the e-mail [recepca@hotelmistralsport.pl](mailto:recepca@hotelmistralsport.pl) or by post to the Hotel address.
2. The Hotel is obliged to consider the complaint within 14 (fourteen) days, counted from the day of submitting the complaint by the Guest, and to answer in the manner specified in section 1 above of this paragraph.
3. Filing a complaint by the Guest, in accordance with the provisions of this paragraph, in no way exempts the Guest from the obligation to pay remuneration for hotel services.
4. Filing a complaint by the Guest after the date specified in section 1 above of this paragraph causes that the Hotel is not bound by the obligation to consider it.

#### **§12 Other information**

1. A first aid kit and other first aid equipment are available at the reception of the Hotel.

#### **§13 GDPR - Protection of Personal Data**

1. The Company makes every effort to ensure that the Guest data is processed in accordance with the highest security standards in accordance with the General Regulation on the Protection of Personal Data of April 27, 2016 ( Journal of Laws EU L 119 of 05/04/2016) (GDPR).
2. Detailed information on the protection and processing of personal data by the Company is available on the Company website at: <http://hotelmistralsport.pl/hotel/o-hotelu>.

#### **§14 Final provisions**

1. The Company reserves the right to amend these Regulations, with the proviso that for reservations made before the amendment to the Regulations, the version of the Regulations in force at the time of making the binding reservation by the Guest shall apply.
2. On the day of issuing these Regulations (January 28, 2020), the Hotel Regulations in force up to thus day shall expire.
3. Any disputes between the Parties are considered by the court competent for the headquarters of the Company.
4. The law applicable to the contract and any disputes related thereto is Polish law, the applicable language is Polish.

Chairwoman of the Board

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Maria Kasprzycka

#### **Annex 1 - The price of furnishing of the hotel rooms**

Round mirror on the wall 1000 PLN; Desk PLN 1,400; Armchair PLN 500; Bedside table 300 PLN; Bed, without mattress 1200 PLN; Mattress 1800 PLN; Bed base PLN 80; Pillow 60 PLN; Bedding set PLN 250; Quilt 140 PLN; Small towel PLN 50; Large towel PLN 80; Bathrobe PLN 200; Bathroom mirror PLN 1000; Curtains PLN 800; Curtains, curtains 1500 PLN; TV 1000 PLN; Fridge - minibar PLN 600; Iron with board 400 PLN.

#### **Annex 2 - Price list for damage removal**

Hotel carpet dirtying and in need of cleaning: PLN 300 - 600; Furniture dirtying and in need of cleaning: PLN 200 - 500; Carpet replacement in the room: PLN 4 000 PLN; Damage to the furniture and movable property: individual valuation.

Unjustified activation of the manual alarm call point button, unjustified activation of the smoke detector or gross violation of fire regulations: PLN 2000 and additionally covering the costs of evacuation of the Hotel depending on the occupancy rate of the Hotel and the involvement of rescue services.