

HOTEL RULES AND BOOKING CONDITIONS

I. GENERAL PROVISIONS

1. The Rules, drawn up by the company "Vesper" Anna Gajewska NIP 9570327843 REGON 382413192 based in Gdańsk 80-178 at ul. Fahrenheita 3, define the principles of operation and provision of hotel services by Hotel Vesper House hereinafter referred to as the "Hotel", the policies for making accommodation reservations and the policies for the provision of electronic services by means of the website maintained at www.hotelvesper.pl
2. The Guest is obliged to comply with the provisions of these Rules from the moment they start using the services provided by the Hotel.

II. DEFINITIONS

1. Guest - a natural person with full legal capacity or a legal person who uses the services provided by the Hotel in accordance with the provisions of the Rules,
2. Services - each of the services provided in accordance with the Rules, including in particular the hotel services and the services provided electronically as part of the website,
3. Portal - a website that allows you to book an accommodation online using the booking system.

III. TYPE AND SCOPE OF OFFERED AND PROVIDED SERVICES

1. The Hotel services are provided in accordance with the Act of August 29, 1997 on tourist services. The services include in particular:
 1. accommodation in hotel rooms;
 2. catering services;
 3. rental of parking spaces.
2. Reservation of the accommodation is possible:

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1. via the booking system - an interactive form provided by third parties via the website, enabling the booking of hotel accommodation available in the system;
 2. by phone - using the Service Provider's telephone number available on the website for this purpose;
 3. by e-mail - using the hotel's e-mail address available on the website;
 4. in person - at the hotel reception.
3. Payments - the website provides the possibility of making payments for online accommodation reservations by means of cooperation with Przelewy24. If the reservation is made in a different way than by means of the reservation system, payment is possible in cash, by credit / debit card or via bank transfer.
4. The Hotel accepts the following payment cards:
 1. for online payments: VISA, VISA Electron, VPay, MasterCard, Maestro, MasterCard Electronic, MasterCard World, MasterCard World Signia, Diners Club, Discover, American Express, Blik);
 2. when paying directly at the Hotel: VISA, VISA Electron, VPay, MasterCard, Maestro, Blik).
5. As part of the Hotel's operation, the hotel services are provided in accordance with the category and standard of the hotel (2*). In the event of any reservations regarding the quality of services provided, the Guest is asked to report them at the Hotel reception during the stay, which will allow for an immediate response.
6. In particular, the Hotel provides:
 1. the Guest's stay at the Hotel, including the respect for the Guest's personal data in accordance with the Act of August 29, 1997 on the protection of personal data;
 2. professional and courteous service in the scope of all services provided at the Hotel;
 3. reception service 24 hours a day;
 4. room cleaning hours 10:00 - 15:00;

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5. technically efficient service; removing faults in the Guest's absence, and in their presence only if they wish so; in the event of defects that cannot be removed, the Hotel will make efforts to mitigate the inconvenience caused by them as much as possible; in the event of repair of damage the Guest waives any claims and rights to obtain the compensation.

7. Moreover, at the Guest's request, the following additional services are provided as part of the Hotel's operation:

1. providing information related to the stay and travel;
2. wake up at a specific time;
3. storing valuables in a safe during the Guest's stay at the Hotel, in accordance with the relevant provisions of the Civil Code;
4. luggage storage - the hotel may refuse to do so:
 - taking the luggage for storage on dates other than the dates of the Guest's stay,
 - taking for storage the items which do not have the characteristics of personal luggage,
 - if the luggage has too much value or if it takes up too much space in relation to the size or standard of the Hotel,
5. ordering transport service;
6. taking clothes for dry cleaning;
7. free rental of ironing equipment;
8. express check-out.

IV. TERMS AND CONDITIONS OF THE HOTEL OPERATION

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1. Rooms in the hotel are rented for days. The hotel day starts at 3:00 p.m. on the day of arrival and ends at 11:00 a.m. on the day of departure.
2. If the Guest, when renting a room, does not specify the time of stay, one day of room accommodation is assumed.
3. The Guest is obliged to show the receptionist a document with photo confirming his / her identity and to fill in the registration card by themselves. In the event of refusal to present an identity document, the receptionist is entitled to refuse to issue a room card.
4. At the Guest's request and if possible, the Hotel may extend the hotel day for an additional fee. A request to extend the stay or extend the Hotel day should be reported by the Guest at the reception by 10:00 on the day of the original departure.
5. In a situation where the Guest does not leave the room after the end of the hotel day, the Hotel reserves the right to pack the Guest's belongings by the committee of at least two representatives of the Hotel. Items packed by the committee will be placed in the Hotel deposit and will be available for collection at the reception.
6. Items left in the Hotel room after the Guest's departure will be sent to the address indicated by the Guest - at their expense. In the absence of such an instruction, the Hotel stores the left items for a period of 3 months, and then transfers them for disposal.
7. The request to shorten the stay must be reported by the Guest at the hotel reception no later than 6:00 p.m. the day before the planned shortening of the stay. If it is not, the next hotel night is considered to have started, unless the Rules of the offer purchased by the Guest provide otherwise.
8. The Guest may not transfer the room to other people without the prior check-in of a third person at the reception, even if the period for which the Guest has paid the fee for the stay has not expired.
9. Persons not checked-in at the Hotel may stay in a hotel room after informing the hotel reception, only between 7:00 and 22:00. If people who are not checked in the room stay after 22.00, it is equivalent to the Guest's consent for paying the additional accommodation cost of these people in the room. Each person will be accommodated according to the current price of an extra bed for an adult.
10. After checking in at the Hotel, the Guest should familiarize themselves with the equipment of the room and keep it intact. In the event of any damage, the Guest should

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notify the reception immediately. In the event of lack of information and finding faults by the Hotel staff, the Guest will be held financially responsible for the damage.

11. The Guest is liable for damage to the property of the Hotel caused by himself, by persons for whom he is responsible, by persons visiting him.

12. The guest should notify the hotel reception of the damage immediately after finding it. If there has been damage in the form of soiling of hotel property exceeding the standard of the so-called daily cleaning, which is understood as all kinds of non-standard dirt that requires washing/dry cleaning or disinfection (often requiring outsourcing to external companies), the Hotel reserves the right to charge the Guest's account with the amount for the so-called additional cleaning (extra), which will be priced individually on the basis of the prepared event report. The minimum charge to the Guest account will be PLN 300. In addition, the Hotel may charge the Guest with the costs of lost revenue due to excluding the room from sale.

13. The hotel does not accept pets.

14. The Guest is obliged to pay the cost of their stay as well as any ordered or used services and goods when checking out of the Hotel the latest. In the event of failure to settle all payments related to the stay, the Hotel is entitled to charge the Guest for all services and goods provided to them.

15. The Hotel is responsible for the loss or damage of items brought by the Guest to the extent specified in the relevant provisions of the Civil Code.

16. Valuable items, money and documents should be kept in the hotel deposit. If valuable items are left in the room, the Hotel is not responsible for them.

17. There is a night's rest time at the Hotel from 22:00 to 6:00.

18. The behaviour of guests and people using the Hotel services should not disturb the peaceful stay of other guests. The Hotel may refuse to continue providing services to a person who violates this rule.

19. In the event of a gross or persistent breach of the Rules by the Guest in a manner which leads or may lead to cause damage to property or personal injury or to infringe the interests of other guests, the Hotel may refuse to provide further services to the perpetrator. A person who has been refused to continue providing services is obliged to comply with the

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requests of the hotel staff, settle the amount due for the services provided so far and pay for any damage caused and to leave the Hotel premises immediately.

20. Smoking, tobacco products and other similar agents, including electronic cigarettes, are forbidden in the Hotel. In case of violation of the ban, the hotel guest may be charged:

1. A contractual penalty in the amount of PLN 500 for each violation of the prohibition found;
2. The costs of calling the services notified automatically by the fire protection system;
3. The costs of bringing the hotel room back to its previous state (refreshing, airing, dry cleaning of bedding, curtains);
4. Costs of lost revenue due to excluding the room from sale.

21. Each time, when leaving a hotel room, the Guest is obliged to secure it properly so that access by third parties would not be possible. During the Guest's absence, windows and doors must remain closed.

22. In order to verify the validity of activating the fire alarm by smoke detectors located in the room occupied, the Guest is obliged to make the room available to the staff, and after the staff working hours - to the company protecting the Hotel.

23. If the Guest notices fire, if possible, s/he should notify the hotel staff about the threat and go to the exit in accordance with the instructions indicating the direction of evacuation, and then go to the indicated assembly point. Until the arrival of the fire brigade, the Hotel staff is responsible for the evacuation of people in the facility, and after working hours - the company that protects the Hotel.

24. Due to fire safety, it is forbidden to use electrical devices in Hotel rooms that do not constitute the room equipment (e.g. heater, electric cooker, etc.).

25. The Hotel may charge a local tax in accordance with applicable rules.

26. The Hotel Guest is responsible for the destruction or loss of the magnetic card for the room. The cost is PLN 50 / piece.

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V. ACCOMMODATION BOOKING

1. The booking of accommodation in the hotel room is available:
 1. by booking system;
 2. by phone;
 3. via e-mail;
 4. in person at the Hotel reception.
2. In order to make a reservation, it is necessary to accept the Rules, provide personal details necessary to provide services (such as: name and surname, date of stay, payment method) and payment in part or in full for the costs of stay – depending on the rules of a given offer or individual arrangements.
3. When booking a flexible offer, the Hotel guarantees that the accommodation will be booked by 14.00 on the day of arrival. If the arrival is planned after 2 p.m. it is necessary to guarantee the reservation in the form of providing credit card details in the amount equal the fee for the first night of stay or by an advance payment in the amount equal the fee for the first night of stay.
4. In the case of booking of non-refundable offer, it is necessary to pay the full amount of the stay.
5. If the rules of a given offer do not require payment of any part of the costs of the stay before its commencement, the Hotel does not guarantee the Guest to book an accommodation.
6. The Guest is entitled to provide only complete and correct data. The Guest acknowledges and accepts that it is forbidden to provide the website and the Hotel with illegal content.
7. During the booking process, the Hotel informs about:
 1. main booking data, consistent with the content of the data provided by the Guest and the price of the services;
 2. Hotel identification data;

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3. no right for the Guest's withdrawal from the contract for providing the hotel services pursuant to Art. 38 point 12 of the Act of 30 May 2014 on consumer rights. In this case the Guest is a consumer within the meaning of Art. 22 [1] of the Civil Code,
4. the necessity to make an additional payment for services not covered by the reservation, if the Guest orders additional services during their stay at the Hotel.
8. After making the reservation via the reservation system or via email, the Hotel will send the Guest a confirmation of the reservation along with the information referred to in section 7, to the e-mail address provided by the Guest. In the case of reservations made by phone or in person, indicated in section 7, the information will be provided to the Guest when making the reservation or in another way agreed with the Guest.

VI. CANCELLATION OF ACCOMMODATION BOOKING

1. The cancellation of the booking made by the Guest should be done in the same way as it was made.
2. For flexible offers, cancellation of accommodation booking is possible no later than 2:00 pm on the day the booked stay begins. The above does not apply to non-returnable offers.
3. In the case of resignation after the deadline referred to in section 2 or the Guest's failure to appear at the Hotel on the declared date of the booked stay, the Guest is obliged to pay the reservation fee, unless the reservation was made as part of the offer, the rules of which provide otherwise.
4. The reservation fee is the payment for the first unused hotel night of all rooms booked by the Guest, unless the terms of a given offer state otherwise. In the case of a reservation made as part of non-returnable offers (e.g. HOT DEAL), the booking fee is the payment for all unused hotel days of all rooms booked by the Guest.
5. In the event of a correctly made resignation, the Hotel will immediately, not later than within 14 days from the date of resignation, refund the payment made by the Guest, after

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deducting the booking fee, if so were the terms of the offer on the basis of which the booking was made.

VII. HOTEL RESPONSIBILITY

1. The Hotel is not responsible for non-performance or improper performance of obligations under the Rules caused by circumstances beyond its control despite due diligence including restrictions introduced in connection with Covid-19.
2. The Hotel reserves the right not to be held liable for damages resulting from the suspension or cessation of services.
3. The Hotel is also not liable for damages, including lost profits, incurred as a result of using the services provided by the Guests in a manner inconsistent with the Rules or the law.
4. The limitations of liability do not apply to the Guest who is a consumer within the meaning of Art. 22 [1] of the Civil Code.

VIII. INTELLECTUAL PROPERTY

1. Information resources and all other content of the website, such as texts, graphics, logos, buttons, pictures, constitute the intellectual property of the Hotel or entities with whom the Hotel has concluded appropriate agreements and are protected by Polish and international regulations on the protection of intellectual property, in particular, by the provisions of the Act of February 4, 1994 on copyright and related rights.
2. It is forbidden, without the consent of the Hotel, to copy, reproduce or use in any other way, as whole or in part, of information, data or other content available on the website or from it, except in cases of fair use resulting from the generally applicable law.

IX. COMPLAINTS

1. The Guest has the right to submit a complaint related to the functioning of the website and the provision of services by the Hotel contrary to the terms and conditions set out in the Rules.

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2. All complaints containing the Guest's details, i.e. name and surname, along with an e-mail address and a brief description of the objections raised, should be submitted via the contact address available on the homepage of the website in the "Contact" tab or in writing to the Hotel's address.
3. The Hotel considers the complaint within 14 days from the date of its delivery. About the method of considering a complaint submitted in writing, the Guest will be informed in writing. If the complaint concerns services provided electronically and cannot be processed within 14 days, the Hotel will notify the Guest about the reasons for the delay and the expected date of considering the complaint.

X. CAR PARK

1. The car park is an open and unguarded parking place for vehicles belonging to the Hotel Guests.
2. The car park is monitored.
3. The use of the car park is payable in accordance with the valid price list.
4. The Hotel is not liable for any destruction, damage or loss of the vehicle caused in the car park by the fault of users, third parties or force majeure.
5. The user is obliged to notify immediately the receptionist of the event taking place in the parking lot resulting in damage to their property or the property of third parties, and to confirm it accordingly.

XI. FINAL PROVISIONS

1. The content of the Rules may be changed. The Guest will be informed about any changes by the information on the Hotel's website. The time, when the changes enter into force, will not be shorter than 14 days from the date of their announcement.
2. The settlement of any disputes arising between the Hotel and the Guest, who is not a consumer within the meaning of Art. 22 [1] of the Civil Code, is subject to the court having jurisdiction over the Hotel seat.