



PLATINUM MOUNTAIN

Hotel & SPA

HOTEL RULES AND REGULATIONS

Rules and Regulations of Platinum Mountain Hotel & SPA

§ 1 The subject matter of the Rules and Regulations

1. These Rules and Regulations (hereinafter: the Rules and Regulations) specify the object of service provision, liability and rules for staying on the premises of Platinum Mountain Hotel & SPA
1. (hereinafter: the Hotel) and form an integral part of the contract concluded upon signing a check-in form (hereinafter: the Contract), having regard to § 2 of these Rules and Regulations. By signing a check-in form, a Hotel guest (hereinafter: the Guest) confirms that he/she has read and accepts these Rules and Regulations.
2. The Hotel is run by Silver Mountain Operator Sp. z o.o., sp. k. with its seat in Warszawa (00-580) at Al. Jana Christiana Szucha 13/15/3, entered into the Register
3. of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warszawa in Warszawa, XII Commercial Division of the National Court Register under the following number: 0000694273, NIP (tax identification number): 5213793837, REGON (statistical identification number): 368264254, delivery address: Kilińskiego 15B, 58-580 Szklarska Poręba, e-mail address: recepcja@platinum-mountain.pl, Phone: +48 75 629 99 00.
2. These Rules and Regulations are available: (I) at: www.platinum-mountain.pl, (II) at the Hotel reception desk (hereinafter: the Reception Desk) and (III) in each Hotel room.
3. These Rules and Regulations are addressed to both consumers (within the meaning of the Civil Code) and to persons not being consumers, in particular entrepreneurs.

§ 2 Contract conclusion via booking website (distance contract)

1. The Guest is entitled to conclude a contract with the Hotel via the booking system of the Hotel (hereinafter: the System) that is available at: www.platinum-mountain.pl.
2. The Guest makes a booking (hereinafter: the Booking) by performing certain actions indicated by the System, including filling out a booking form (hereinafter: the Form).
3. The Guest has an option to choose from the services offered, including standard accommodation and packages.
4. The prices shown in the System are in Polish zlotys (PLN) and include VAT tax. Services not included in the Booking are chargeable directly at the Hotel.
5. Once the Booking is made, the Hotel sends a booking summary (hereinafter: the Booking Confirmation) to the e-mail address indicated by the Guest. The Booking Confirmation specifies the validity of the offer and amount of an advance payment for the services booked, and is accepted by making the advance payment (hereinafter: the Advance Payment).
6. Making the Advance Payment by the Guest is the *conditio* for Booking confirmation and, consequently, for the conclusion of the Contract. The Contract is concluded only after making the Advance Payment. The Advance Payment should be made within the time limit indicated in the Booking Confirmation.
7. The Customer selects one out of the three available payment methods:
 - a) credit card
 - b) E-wallet
 - c) net-banking online money transfer
 - d) standard bank transfer.with the stipulation that the payment methods under (a) and (c) are executed through Dotpay Settlement Centre and the Guest shall not bear any additional charges on this account.
8. The Contract between the Guest and the Hotel is deemed concluded upon making the Advance Payment by the Guest and receipt of the Booking Confirmation from the Hotel, containing, among others, the data of the Guest and of the Hotel, description of the ordered offer, the total price for the services ordered, information on the Advance Payment and the remaining amount to be paid at the Hotel.



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9. Recording, securing and sharing the content of the Contract with the Guest is done by: (1) sharing these Rules and Regulations
1. on the Hotel website and (2) sending an e-mail to the Guest, referred to in section 8 above. The content of the Contract is additionally recorded and secured in the Website IT system.
10. Failure to make the Advance Payment by the date indicated in the Booking Confirmation is considered to be resignation from
2. the Booking and, consequently, no Contract is concluded between the Guest and the Hotel.
11. The Guest shall be entitled to withdraw from the Contract (cancel a confirmed Booking) no less than 7 days before the start of the 1st hotel day of the planned stay. In such a case the Hotel shall make a full refund of the Advance Payment to the bank account indicated by the Guest. Withdrawal from the Contract should be done in writing (to the Hotel's delivery address indicated in § 1 section 2 hereof or via e-mail to: rezerwacja@platinum-mountain.pl).
12. If the Guest: (I) withdraws from the Contract less than 7 days before the start of the 1st hotel day of the planned stay or (II) does not show up at the Hotel on the scheduled date of arrival, the Advance Payment shall not be refunded.
13. Pursuant to Article 38 item 12 of the Act of 30 May 2014 on consumer rights, the Guest shall not have the right to withdraw from a distance Contract under this section (except for the case referred to in section 11 above).

§ 3 Hotel day

1. The Guest shall indicate the dates of his/her stay at the Hotel.
2. A hotel day starts at 4:00 pm on the first day and ends at 11:00 am on the following day.
3. There is a possibility to extend a hotel day depending on the room availability. Extending a hotel day until 7:00 p.m. shall result in applying an additional fee in the amount of half the price rate applicable on the departure day.
4. A request for extension should be communicated to the Reception Desk by the Guest by 9:00 am on the expiry date of the room rental term.
5. The Reception Desk staff members are the Guest's caretakers, internal extension no. 100.

§ 4 Check-in

1. The Guest may check in upon showing a valid ID card or passport at the Reception Desk and signing a check-in form.
2. Persons, who are not checked in at the Hotel, may stay in a hotel room as visitors from 7:00 a.m. to 10:00 pm.
3. The Guest may not transfer his/her room to third parties even if the period of stay, which has already been paid for, has not expired yet.
4. The Hotel may refuse to accept the Guest, who during his/her previous visit(s) blatantly violated these Rules and Regulations, particularly if he/she caused any damage to the property of the Hotel or of other Guests, bodily injury to other Guests, Hotel staff or other persons staying at the Hotel.
5. Hotel may put a hold on a credit card provided by the Guest to make a Booking in the amount of the total amount due for the entire stay, and charge the Hotel charges from this credit card.
6. If the Guest resigns from his/her stay during a hotel day, the Hotel has no obligation to refund the amount for the hotel day that has already started, unless separate regulations provide otherwise.
7. The Guest agrees to the Hotel issuing a VAT invoice without signature.
8. By signing a check-in form, Guest agrees to open a hotel bill to settle transactions done in a Hotel during his/her stay (e.g. purchases in lobby bar, restaurant, other extra paid services). Hotel bill is assigned to the Guest room.
9. If Guest agrees to open a hotel bill indicated in section 8. above, Guest is allowed to purchase goods and services in Hotel with payment deadline postponed until the check out. Goods or services purchased by Guest during his/her stay in Hotel will be assigned to the Guest hotel bill. In order to add goods and services to hotel bill, at the moment of purchasing, Guest shall:



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- a) inform a Hotel staff to add a purchased goods or services to his / her Hotel bill,
 - b) show to Hotel staff a hotel room keycard in order to read it in to a Hotel IT system, and confirm whether the hotel bill was successfully added to the Guest room,
 - c) provide the additional verifying data, like room number or Guest name that was provided in a check in-form during a check in procedure at the reception desk, in order to verify and confirm that Guest has a permission to possess a hotel room keycard and is able to purchase goods and services on a hotel bill,
 - d) sign a bill certifying a purchase of goods and services that was printed by a hotel staff.
10. Guest may authorize other persons to purchase goods and services by allowing them to use a hotel room keycard and provide additional verifying data indicated in section 9 under c) above.
11. Guest is obligated to settle a payment for purchased goods and services added to his / her hotel bill by actions indicated in sections 8-10 above, by the check out.
12. Guest should not allow to use a hotel room keycard with additional verifying data to other persons, who were not authorized by him / her to purchase goods and services on a hotel bill. Guest shall promptly notify the Hotel Reception about a loss of a hotel room keycard.

§ 5 Hotel services

1. The Hotel provides services in accordance with its category and standard.
2. In the case of any objections regarding the quality of the services, the Guest is kindly asked to immediately report his/her objections to the Reception Desk, which will allow the staff to respond and improve the standard of the services rendered.
3. The Hotel offers its Guests:
 - a) conditions for full and comfortable rest and relaxation,
 - b) safe stay, including confidentiality of the information about the Guest,
 - c) professional and courteous service in terms of all the services provided at the Hotel,
 - d) room cleaning service and necessary equipment repairs during the Guest's absence and in the case of his/her presence, only when the Guests agrees to and requests for the above,
 - e) efficient technical support, and in the event of any faults that cannot be fixed immediately, the Hotel shall make every effort to, as far as possible, alleviate the inconvenience.
4. Additionally, upon request of the Guest, the Hotel provides the following services free of charge:
 - a) provision of stay- and travel-related information,
 - b) wake-up call at a specific time,
 - c) luggage storage service for the Guests checked-in at the Hotel,
 - d) ordering a taxi.
5. All Guests may use free of charge::
 - a) Spa & Wellness zone (swimming pool, Jacuzzi, sauna, relax zone),
 - b) Internet access.

§ 6 Liability of the Guests

1. On the Hotel premises children under the age of 12 should be under constant supervision of their legal guardians. The legal guardians shall be financially liable for any damage arising from the activity of their children, based on generally applicable law.
2. The Guest bears full financial liability for any kind of damage to or destruction of the equipment and technical devices of the Hotel, resulting due to his/her own fault or persons, who have visited him/her.
3. The Guest should inform the Reception Desk of the damage occurrence immediately after its detection.
4. The Hotel may charge the Guest's credit card for any damage caused by him/her after his/her departure or for goods or services purchased by him/her during a stay in Hotel and not declared at the Reception during a check out. Guest agrees to pre-authorize his/her credit card by signing a check in-form. In that case, Guest allows Hotel to charge a payment due from his/her credit card.



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5. In the event of any violation of these Rules and Regulations, the Hotel may refuse to continue to provide services to the violator. Such a person shall be obliged to immediately comply with the Hotel's request, pay the amount due for the already provided services, pay for any damage caused and leave the Hotel.
6. Every time the Guest leaves his/her room, he/she should check whether all the windows and doors are closed.

§ 7 Liability of the Hotel

1. The Hotel bears liability under the terms set out in the provisions of the generally applicable law, including the Civil Code.
2. The Hotel provides a vehicle storage service in the guarded car park of the Hotel. The terms and conditions for the use of parking spaces in the guarded car park of the Hotel (including the principles of liability) are defined in the Rules and Regulation of the guarded car park.
3. The Hotel bears no liability for pet animals under the terms set out in the Civil Code.

§ 8 Return of items left at the Hotel

Personal belongings left in a hotel room by a departing Guest shall be sent to the address indicated by the Guest at his/her expense. If the Hotel does not receive such a request, it shall store such items at the expense of the owner for 1 month and after the expiry of this period such items shall become the property of the Hotel. Due to their specific nature, food products shall be stored for 24 hours only.

§ 9 Complaint procedure

1. All Guests have the right to submit a complaint when noticing any flaws in the quality of the services or in any other regard.
2. The Hotel is obliged to provide services without any flaws and other defects.
3. A complaint may be submitted by the Guest, for example:
 - a) in writing to the delivery address of the Hotel indicated in § 1 section 2 hereof;
 - b) in electronic form via e-mail to: recepcja@platinum-mountain.pl.
4. It is recommended that the following details be provided in the complaint description by the Guest: (1) Information and circumstances relating to the object of the complaint, in particular the type and occurrence date of the flaw or other defect and (2) contact details of the complainant - this will facilitate and accelerate complaint handling by the Hotel. The requirements specified in the previous sentence are recommendations only and shall not affect the effectiveness of complaints made without taking those recommendations into account.
5. The Hotel shall reply to the Guest's complaint and inform him/her about the outcome of the complaint handling procedure in writing or via e-mail, if the Guest has provided an e-mail address for that purpose. The Hotel shall respond to the Guest's complaint within 30 days from the date of its receipt, unless separate provisions provide otherwise.

§ 10 Amicable (out-of-court) methods of acknowledging complaints and seeking redress, and access rules to such proceedings

1. Detailed information about the availability, for the Guest being a consumer, of out-of-court methods of handling complaints and seeking redress, and access rules to such procedures, is available at the seats and on the websites of the district (municipal) consumer ombudsmen, social organisations, whose statutory tasks include consumer protection, Voivodeship Inspectorates of Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:
 - a) http://www.uokik.gov.pl/spory_konsumenckie.php;
 - b) http://www.uokik.gov.pl/sprawy_indywidualne.php;
 - c) http://www.uokik.gov.pl/wazne_adresy.php.
2. The following out-of-court methods of handling complaints and seeking redress are available to the Guest, who is a consumer:



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- a) The Guest is entitled to ask the permanent consumer arbitration court, referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection, to resolve a dispute arising from the concluded Contract; the rules of organization and operation of permanent consumer arbitration courts are determined by the regulation of the Minister of Justice of 6 July 2017 on the determination of the rules of organization and operation of permanent consumer arbitration courts at the voivodship inspectorates of trade inspection;
- b) The Guest is entitled to ask the voivodship inspector of Trade Inspection, in accordance with Article 36 of the Act of 15 December 2000 on Trade Inspection, to initiate mediation proceedings aimed at the amicable settlement of a dispute between the Guest and the Hotel; information on the principles and mode of the mediation procedure conducted by the voivodship inspector of Trade Inspection is available at the seats and on the websites of the individual Voivodship Inspectorates of Trade Inspection;
- c) The Guest may receive free assistance in settling a dispute between the Guest and the Hotel, also by seeking free assistance from a district (municipal) consumer ombudsman or social organisations, whose statutory tasks include consumer protection (e.g. Consumer Federation, Association of Polish Consumers); advice is provided by the Consumer Federation at toll-free number for consumers: 800 007 707 and by the Association of Polish Consumers at: porady@dlakonsumentow.pl
- d) The Guest may use the European ODR (Online Dispute Resolution) Platform available at: <http://ec.europa.eu/consumers/odr/>, which facilitates independent, objective, transparent, effective, fast and fair out-of-court online settlement of disputes between consumers and entrepreneurs in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) No. 524/2013 of 21 May 2013 on the settlement of consumer disputes and amending the Regulation (EC) No 2006/2004 and Directive 2009/22/EC (OJ L No 165, p. 1).

§ 11 Additional provisions

1. The hours from 10:00 pm to 6:00 am on the following day are quiet hours at the Hotel.
2. Children up to 4 years of age stay at the Hotel free of charge. In such a case children do not receive bed linens or towels, and they have no separate bed to sleep in.
3. The Hotel accepts the presence of pet animals. Pet animals may be present on the site for an additional fee in designated places: in a hotel room and Palladium Café. The owner of a pet animal is obliged to keep his/her pet in such a manner so it does not pose a risk to other Guests and staff. The Guest is obliged to dispose of any waste matter left by his/her pet animal on the premises of the Hotel and in its surroundings.
4. On the premises of the Hotel there are paid parking spaces in the guarded and unguarded car parks. The number of parking spaces in a given category is limited and prior reservation is required. In the absence of the required reservation, the Hotel does not guarantee the availability of the selected category of parking spaces. Parking rules and regulations can be found before the entering the parking spaces, at the Reception desk and on www.platinum-mountain.pl.
5. Once the Guest has booked a parking space, the Hotel indicates a specific parking space. The Guest is required to park his/her vehicle only in the designated parking space.
6. Using the services offered by the beauty salon by Dr Irena Eris Beauty Partner as well as SPA & Wellness Zone requires prior acceptance of the relevant Rules and Regulations available at the aforesaid facilities.
7. In accordance with the Act of 9 November 1995 on protection of health against the consequences of consumption of tobacco and tobacco products, smoking tobacco on the premises of the Hotel is absolutely prohibited. The ban also covers all the hotel rooms. Any violation of the ban shall be subject to a special penalty fee of 500,00 PLN for removing tobacco odour from the room.
8. It is prohibited to store dangerous goods, arms, ammunition, flammable, explosive or illuminative materials in hotel rooms.
9. Personal selling, door-to-door selling as well as gambling activities are prohibited at the Hotel.



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10. The Guest shall not cause and the Hotel shall not allow causing excessive noise on the premises of the Hotel, odours coming out from any hotel room, disturbing, harming or annoying other Guests.
11. Except minor changes in furniture and equipment layout, which do not hamper the functionality and safety of use, the Guests are not allowed to make any changes in the hotel rooms.
12. The Guests are not allowed to use devices and objects that may cause a risk of damage to the property of the hotel and of other Guests, in particular devices that may cause fire or flooding.
13. Kettles and other devices constituting elements of room equipment may be used in a hotel room.
14. A common court, referred to in the provisions of the generally applicable law, shall be the court competent to resolve any dispute between the Guest and the Hotel.

§ 12 Privacy Policy and Protection of Personal Data

1. Silver Mountain Resort Operator with its seat in Warszawa (00-580) at Al. J. Szucha 13/15 lok. 3 (hereinafter also referred to as the Hotel) is the Controller of personal data of all Guests and other persons staying in the Hotel building and around it in the area covered by the camera surveillance system (hereinafter: the Personal Data). The Hotel may also be the co-controller of the Personal Data and communicates that fact to the Guests.
2. The Hotel processes or may process the Personal Data:
 - a) in order to perform a contract for the provision of hotel services between the Guest and Administrator, and to enable the Guests to participate in the loyalty program (Article 6(1)(b) of the GDPR); if, during their stay, the Guests use additional services to be paid for at the end of their hotel stay, data on such services may also be collected for settlement purposes;
 - b) or the purposes of the legitimate interests pursued by the Hotel, i.e. in order to enable business customers to participate in the loyalty program, if a data subject is not a participant in the loyalty program but enjoys the profits resulting from the participation in the program (Article 6(1)(f) of the GDPR);
 - c) for the purposes of the legitimate interests pursued by the Hotel such as direct marketing of own services of the Hotel and services of other entities involved in the provision of the hotel services along with additional services, handling complaints, seeking redress or defence of any reciprocal claims of the Guests, contacting the Guests in the event of unforeseen events (e.g. payment errors), archiving (Article 6(1)(f) of the GDPR);
 - d) for marketing purposes after the end of the Hotel stay on the basis of the granted consent (Article 6(1)(a) of the GDPR);
 - e) for the purposes of the legitimate interests pursued by the controller, i.e. for reasons of safety and protection of information and property by camera surveillance (Article 6(1)(f) of the GDPR);
 - f) in order to provide SPA & Wellness services (including services offered at the beauty salon by Dr Irena Eris Beauty Partner) based on the explicit consent granted before using the aforesaid services (Article 9(2)(a) of the GDPR) - also as a co-controller of the Personal Data.
3. Detailed rules for the processing of the Personal Data in connection with participation in loyalty programs are included in the Rules and Regulations of respective loyalty programs, which all Guests should read prior to joining a given loyalty program or enjoying the benefits resulting from participation in a given loyalty program.
4. Detailed rules for the processing of the Personal Data in connection with the use of SPA & Wellness services (including the service offered by the beauty salon by Dr Irena Eris Beauty Partner), as well as information about co-controlling the Personal Data by the Hotel and Kosmetyczne Instytuty (Cosmetic Institutes) Dr Irena Eris Sp. z o.o. with its seat in Warszawa, as well as the rules on Personal Data processing in connection with the use of other additional services, if they are covered by separate Rules and Regulations, shall be made available to the Guests before they use such services.
5. The Hotel building and the surrounding area are under camera surveillance. Information on the processing of the Personal Data through the camera surveillance system is available at the Reception Desk. The areas under camera surveillance are additionally marked with a graphic and text sign.



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6. Information about the obligation or absence of the obligation to provide Personal Data as well as the consequences of not providing Personal Data is from time to time covered by the information obligation with which the Guest should acquaint him/herself prior to performing a specific activity related to the provision of Personal Data. Providing Personal Data is voluntary during making a Booking, but there is obligatory in order to finalize a Booking and make use of Hotel services.
7. If the Guest requires a VAT invoice, the obligation to provide personal data for the VAT invoice and its scope results from the provisions of the Act on tax on goods and services. Failure to provide personal data will prevent the issue of a VAT invoice.
8. If the Guest participates in a group stay or made a Reservation of the stay through an external reservation portal, the Personal Data indispensable for the realisation of the stay were forwarded to the Administrator by the group stay organizer or the operator of the external reservation portal. Usually these are identification and contact details as well as the information about the purchased or reserved service.
9. The hotel entrusts the provision of certain services to its service providers (Data recipients). Therefore, it may be necessary to disclose Personal Data, to the extent necessary for a given service, to the entities cooperating in the provision of hotel services (including additional services), the entities providing postal, courier, IT, hosting, mailing, security, legal, accounting, payment services, banking or marketing services. Personal Data may be disclosed to the Administrator's insurance institution if it is indispensable for the liquidation of damage. If the Guest participates in a group stay, the Data may be disclosed to the organizer of the group stay, and if the Guest made a Reservation of the stay via an external reservation portal, the data about the stay, including the submitted complaints, may be disclosed to the operator of this portal. The data may be provided to the competent public authorities if required by the applicable law. The company operates within a group of enterprises under the meaning of Article 4 (19) of the GDPR, following which Personal Data can be transferred for administrative purposes to the entities operating with the Administrator within a group of enterprises.
10. As a rule, Personal Data will be stored until the end of the limitation period for any claims related to the realisation of the contract concluded by the Guest with the Administrator. Personal Data registered by monitoring cameras will be stored for approx. 7 days, unless they constitute or can be used as evidence in the proceedings conducted on the basis of legal provisions. In such cases they will be stored until the finalisation of such proceedings. Personal Data processed on the basis of consent or in order to implement the legitimate interests of the Administrator will be processed until the consent is withdrawn or an objection is raised, unless another basis for processing occurs. If the Guest participates in the Administrator's loyalty program or benefits from the loyalty program profits, Personal Data will be processed for the duration of participation in the loyalty program and until the expiry of the limitation period for claims. The data included in the accounting documents will be stored for the period required by law.