



PLATINUM MOUNTAIN

Hotel & SPA

REGULATIONS OF THE PAID GUARDED AND UNGUARDED PARKING LOT OF PLATINUM MOUNTAIN HOTEL & SPA IN SZKLARSKA PORĘBA

§ 1 General Rules

1. The parking lot is managed by Silver Mountain Resort Operator sp. z o.o. sp. k. with its registered office in Warsaw (00-580) at al. J. Ch. Szucha 13/15 lok. 3, entered in the register of entrepreneurs of the National Court Register (KRS), kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under number: 0000694273, NIP: 5213793837, REGON: 368264254 (hereinafter referred to as the: **Manager**).
2. The Manager provides the service of the paid guarded and unguarded parking lot (hereinafter jointly referred to as the: **Parking Lot**), on the terms and conditions set out in these regulations (hereinafter referred to as the: **Regulations**). The Regulations constitute an integral part of the agreement on Parking Lot use, which shall be entered into in the manner set out in the Regulations.
3. The guarded Parking Lot (hereinafter referred to as the: **Guarded Parking Lot**) is located only in the underground garage on the Facility's premises. The remaining, above the ground part of the Parking Lot is an unguarded parking lot (hereinafter referred to as the: **Unguarded Parking Lot**).
4. Each Parking Lot user, before the first use of the Parking Lot, shall declare in the electronic form while booking the stay at the Facility or in the written form at the Facility's reception desk that they have acquainted themselves with the provisions of the Regulations and accept them.
5. The Parking Lot is fenced and monitored by means of video cameras. In addition, the Guarded Parking Lot is supervised by the person designated by the Manager.
6. The Parking Lot is open around the clock, 7 day per week.
7. The fee for the Parking Lot has been set out in the price list of the services available on the Facility's website during the reservation of the Parking Lot service, as well as at the Facility's reception desk and in the Parking Lot itself.
8. The Parking Lot is intended exclusively for the Facility's guest who, in accordance with the provisions of the Regulations has ordered the Parking Lot service.
9. The Manager and the vehicle user who is the Facility's guest (hereinafter referred to as the: **Guest**) are the parties to the agreement on Parking Lot use.

§ 2 Parking Lot use

1. The Guest has the right to use the paid Parking Lot service. The Guest makes the payment for the Parking Lot in accordance with the Facility's regulations.
2. Prior to entering the Parking Lot in a vehicle and leaving it in the designated parking space, the Guest is obliged to enter into the agreement with the Manager, as well as to become acquainted with and accept the Regulations.



PLATINUM MOUNTAIN

Hotel & SPA

3. Access to the Parking Lot is possible after scanning the printed out individual access code (bar code) prior to entering the Parking Lot. The access code is generated by the Manager once the Guest has accepted the Regulations. If the Parking Lot service has been booked online on the Facility's website, the access code is sent to the Guest in the electronic form. The access code enables opening the gates each time the vehicle enters and leaves the Parking Lot during the term of the agreement on Parking Lot use. The access code needs to be printed out so that the scanner located at the gates can read it.
4. Upon entering the Parking Lot, the Guest is obliged to take the vehicle to the designated parking space in the Guarded or Unguarded Parking Lot - depending on the type of the agreement entered into with the Manager. At the Guest's request, the vehicle can be taken to the Parking Lot by the Facility's designated staff (option).
5. Upon the expiry of the agreement on Parking Lot use, the access code to the parking system automatically becomes inactive.
6. In the Parking Lot's area, the traffic is organised in accordance with the provisions of the Traffic Law Act of 20 June 1997 (i.e. Journal of Laws of 2018, item 1990, as amended), to the extent necessary to avoid threats to safety of persons and resulting from road signs and signals.
7. In the Parking Lot's area, it is forbidden to park a vehicle:
 - a) on access roads and roads which allow joining the traffic,
 - b) on other roads properly marked with the no stopping sign or horizontal signs,
 - c) in designated and marked spaces, except for vehicles authorised to use such spaces,
 - d) in places where a parked car may pose a threat to the traffic, persons or property.

§ 3 Guest's rights and obligations

1. Leaving the vehicle in the Parking Lot, the Guest should turn off all external and internal lights, audiovisual system devices and other devices which are unnecessary when the vehicle is stationary, but the obligation does not apply to the alarm system which should remain active.
2. The Guest is obliged to secure the vehicle against its spontaneous movement.
3. The Guest should secure all sets of keys or other devices which enable access to the vehicle, vehicle documents (registration card, vehicle history card, proof of vehicle insurance) as well as the access code to the parking system.
4. In order to ensure the biggest possible safety and order, it is forbidden in the Parking Lot to:
 - a) cause any events which pose threat to human life, health and property;
 - b) drive the vehicle under influence of alcohol or another intoxicating substance having a similar effect;
 - c) consume alcohol or other intoxicating substances;
 - d) store and leave in the vehicle, without Manager's consent, documents, money and other valuable items, living animals, flammable, caustic and explosive materials, as well as other materials dangerous for human life, health and property;
 - e) litter in the Parking Lot's area;
 - f) smoke tobacco (including e-cigarettes) as well as other intoxicating substances.



PLATINUM MOUNTAIN

Hotel & SPA

5. The Guest is obliged to immediately report to the Facility's reception desk or Facility's security personnel any damage caused by the Guest in the Parking Lot.
6. The Guest is obliged to immediately report to the Facility's reception desk or Facility's security personnel any damage to the vehicle (including theft, burglary) which occurred in the Parking Lot.
7. Should the Guest lose the access code to the parking system, the Guest is obliged to immediately report that fact at the Facility's reception desk, in order to have the lost code blocked and its duplicate issued.

§ 4 Manager's obligations and responsibility

1. The Manager is obliged to issue to the Guest the access code to the parking system, active throughout the term of the agreement on Parking Lot use.
2. The Manager is obliged to make the Regulations available to the Guest.
3. In the case of a crime, offence or another incident causing damage to the Guest or by the Guest, the Manager shall inform the Police about that fact without undue delay.
4. The Manager shall inform the Guest about any irregularities and other fortuitous events connected with performance of the agreement on the Parking Lot use.
5. The Manager shall be liable in line with the principles set out in generally applicable regulations for a given agreement, unless generally applicable regulations permit limitation or exclusion of the Manager's liability, in such a case the liability shall be limited or excluded to the extent permitted by law.

§ 5 Guarded Parking Lot

1. The provisions of this § 5 apply exclusively to the use of the (underground) Guarded Parking Lot.
2. The agreement on storage of the vehicle in the Guarded Parking Lot is entered into once the vehicle is parked in a parking space in the Parking Lot upon the Guest's confirmation that he has acquainted himself with and accepted the Regulations, and received the access code to the parking system.
3. Upon entering into the agreement on storage of the vehicle in the Guarded Parking Lot, the Manager is responsible for the object of the agreement on the terms and conditions set out in the Civil Code, in particular in Articles 835-845 of the Civil Code.
4. What is the object of the storage is only the Guest's vehicle and items constituting its factory equipment.
5. The Guest is obliged to inform the Facility's reception desk about the intention to leave other items than the vehicle's factory equipment in the vehicle.
6. The Manager may not give consent for leaving in the vehicle money, securities, valuable items, in particular valuables and items which have scientific or artistic value, as well as to refuse to enter into the agreement on storage of the vehicle in which the above-mentioned items are. Such items may be stored by the Manager in accordance with the general principles set out in Article 849 § 3 of the Civil Code.
7. The Guest should not hand over to other persons items or documents authorising them to use the vehicle, as well as enter or leave the Parking Lot, including, in particular:
 - a) access code to the parking system;
 - b) vehicle documents;
 - c) keys or other devices for opening and starting the vehicle.



PLATINUM MOUNTAIN

Hotel & SPA

8. The Manager has the right to check ID of the persons using the vehicle as part of the Guarded Parking Lot service, if it is necessary for proper performance of the vehicle storage agreement.
9. Should the person who uses the vehicle being the object of the storage agreement refuse to provide the information to the Facility's security personnel or reception desk staff, the Manager may consider such a person to be an unauthorised user, and take actions aimed at preventing the vehicle from leaving the Guarded Parking Lot, as well as inform the Police. The Manager may get in touch with the Guest in order to verify the identity of the person authorised to use the vehicle being the object of the storage agreement.
10. The person who is in possession of the items and documents referred to in section 7 above may be considered by the Manager to be the person authorised to use the Guest's vehicle, including to enter and leave the Guarded Parking Lot.
11. The Guest is obliged to secure the vehicle against being accessed by outsiders and unauthorised persons, in particular, by closing all windows, doors and other openable elements, e.g. the sunroof, by means of factory devices and the alarm system.
12. Vehicles equipped with the LPG installation are forbidden to enter the Guarded Parking Lot.
13. The Guest can collect the vehicle or use it at any moment during the term of the storage agreement.

§ 6 Unguarded Parking Lot

1. The provisions of this § 6 apply exclusively to the use of the (above the ground) Unguarded Parking Lot.
2. Use of the parking space in the Unguarded Parking Lot takes place on the basis on the agreement on parking space rental.
3. The agreement on rental of a parking space in the Unguarded Parking Lot is entered into once the vehicle is parked in a parking space in the Unguarded Parking Lot upon the Guest's confirmation that he has acquainted himself with and accepted the Regulations, and received the access code to the parking system.
4. The Manager does not provide the service of storage of vehicles and other items in the Unguarded Parking Lot.
5. It is recommended that the Guest should secure the vehicle against being accessed by outsiders and unauthorised persons, in particular, by closing all windows, doors and other openable elements, e.g. the sunroof, by means of factory devices and the alarm system.

§ 7 Final provisions

1. Vehicles which are not fully operational are forbidden to enter the Parking Lot.
2. Vehicles with external or internal load which may pose a risk or be an obstacle for other Parking Lot users are forbidden to enter the Parking Lot.
3. Vehicles with a trailer (except for motorbikes with trailers whose size allows parking a group of vehicles in one parking space), as well as lorries with the allowable total weight above 3.5 tons are forbidden to enter the Parking Lot.
4. In the cases set out in sections 1-3 above, in § 5 section 12 of the Regulations and in other cases set out in the Regulations, the Manager may refuse to enter into the agreement on Parking Lot use.
5. The agreement on Parking Lot use is entered into for the duration of the Guest's stay at the Facility, unless the Guest and Manager have agreed another term of the agreement.



PLATINUM MOUNTAIN

Hotel & SPA

6. Should the Guest's vehicle fail to leave the Parking Lot by 11:00 am on the last day of the agreement on Parking Lot use (i.e. usually on the last day of the Guest's stay at the Facility), the agreement on Parking Lot use shall be renewed for an indefinite period in exchange for the fee due to the Manager, as set out in the Parking Lot price list.
7. Using the Parking Lot without entering into the agreement with the Manager requires payment of the fee set out in the Parking Lot's price list.
8. Provisions of generally applicable law, in particular, provisions of the Civil Code, apply to cases which have not been regulated in the Regulations. Information about amicable (out-of-court) complaint and redress mechanism, as well as the rules for access to them is included in the Facility's regulations.
9. In the case of disputes arising out of performance of the agreement on Parking Lot use, they shall be resolved by a competent court in accordance with general principles.
10. The rules for the processing of the Guest's personal data have been described in the Facility's regulations.
11. Any remarks and complaints can be submitted, in particular, to the Facility's reception desk or the Facility's security personnel directly, over the telephone at + 48 75 629 99 00, or in the written form to the address: Platinum Mountain Hotel & SPA, ul. Kilińskiego 15B, 58-580 Szklarska Poręba, or by e-mail to the address: repcja@platinum-mountain.pl.