

# Rules and Regulations of Green Mountain 5\* Hotel & Apartments

## § 1

### *The subject matter of the Rules and Regulations*

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**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 Green Mountain 5\* Hotel & Apartments (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 OSADA ŚNIEŻKA OPERATOR spółka z ograniczoną odpowiedzialnością with its seat in Warszawa (00-582) at Al. Jana Christiana Szucha 8, entered into the Register 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: 0000502497, NIP (tax identification number): 7010415841, REGON (statistical identification number): 147147210, delivery address: ul. Sarnia 21; 58-540 Karpacz, e-mail address: recepcja@greeno-mountain.pl, Phone: + 48 75 306 75 75.

**3.** These Rules and Regulations are available: (I) at: [www.green-mountain.pl](http://www.green-mountain.pl), (II) at the Hotel reception desk (hereinafter: the Reception Desk) and (III) in each Hotel room.

**4.** 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)*

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**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.green-mountain.pl](http://www.green-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 condition 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 (Visa, Mastercard, Eurocard, JCB, American Express, Polcard);
- b) electronic bank transfer online via: mTransfer, Płacę z Inteligo, MultiTransfer, Przelewy24;
- c) standard bank transfer.

with the stipulation that the payment methods under (a) and (b) 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.

**9.** Recording, securing and sharing the content of the Contract with the Guest is done by: (1) sharing these Rules and Regulations 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 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@green-mountain.pl](mailto:rezerwacja@green-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*

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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*

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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. The Hotel reserves the right to 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 the Guest hereby authorises the representative of the Reception Desk to charge the credit card with the amount due to the Hotel.
  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.
  7. The Guest agrees to the Hotel issuing a VAT invoice without signature.

## § 5

*Hotel services*

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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:
  - » conditions for full and comfortable rest and relaxation,
  - » safe stay, including confidentiality of the information about the Guest,
  - » professional and courteous service in terms of all the services provided at the Hotel,
  - » 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,
  - » 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:
  - » provision of stay- and travel-related information,
  - » wake-up call at a specific time,
  - » luggage storage service for the Guests checked-in at the Hotel,
  - » ordering a taxi.
5. All Guests may use free of charge:
  - » Spa & Wellness zone (swimming pool, Jacuzzi, sauna, relax zone),
  - » mini library,
  - » Internet access.

## § 6

*Liability of the Guests*

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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.
  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 reserves the right to charge the Guest's credit card for any damage caused by him/her after his/her departure. In view of the above, the Guest hereby authorises the representative of the Reception Desk to charge the relevant credit card with the amount due to the Hotel.
  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*

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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 bears no liability for any damage or loss of motor vehicles (including a car) or any other vehicle belonging to the Guest and items left in the vehicle if the vehicle was parked in an unguarded car park.
  3. 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 Regulations of the guarded car park.
  4. 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*


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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*

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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: [repcja@green-mountain.pl](mailto:repcja@green-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*

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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:
    - [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);
    - [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);
    - [http://www.uokik.gov.pl/wazne\\_adresy.php](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:
    - 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 organisation 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 organisation and operation of permanent consumer arbitration courts at the voivodeship inspectorates of trade inspection;
    - b) The Guest is entitled to ask the voivodeship 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 voivodeship inspector of Trade Inspection is available at the seats and on the websites of the individual Voivodeship 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](mailto: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 Lobby Café & Bar. 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.
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.
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.

15. These Rules and Regulations are in force as of 01 July 2018.

## § 12

*Privacy Policy and Protection of Personal Data*

1. Osada Śnieżka Operator spółka z o.o. with its seat in Warszawa (00-582) at Al. J. Szucha 8 (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:
  - in order to perform a contract for the provision of hotel services between the Guest and Osada Śnieżka Operator Sp. z o.o., 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;
  - 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);
  - 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);
  - for marketing purposes after the end of the Hotel stay on the basis of the granted consent (Article 6(1)(a) of the GDPR);
  - 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);
  - 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.

**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 (e.g. when making a booking online, signing a check-in form or subscription form to any loyalty program).

**7.** The Hotel entrusts the performance of certain services to its service providers (Data recipients). It may be therefore necessary to disclose the Personal Data to the extent necessary for a particular service to entities that cooperate in the provision of the hotel services (including additional services), and providers of accounting, mail, courier, IT, hosting, mailing, marketing or legal services.

**8.** The Personal Data shall be kept until the expiry of the limitation period of possible claims relating to the implementation of a contract concluded with the Hotel, unless there is a different basis for data processing. Personal Data recorded by the surveillance cameras shall be stored for approximately 30 days. Personal Data processed on the basis of consent shall be stored until the consent withdrawal and may be stored after the consent withdrawal until the expiry of the limitation period of possible claims.

**9.** The Guests shall have the right to request access to their Personal Data and the right to request for their rectification, erasure, processing restriction as well as the right to transfer data.

**10.** The Guests shall have the right to object to data processing necessary for the purposes of the legitimate interests pursued by the Hotel.

**11.** The Guests shall have the right to object to Personal Data processing for direct marketing purposes.

**12.** The Guests shall have the right to withdraw their consent at any time. Such withdrawal shall not affect the lawfulness of data processing made on the basis of the consent prior to its withdrawal.

**13.** The aforementioned rights may be exercised by sending a proper request to: [rodo@green-mountain.pl](mailto:rodo@green-mountain.pl).

**14.** The Guests may also submit a complaint to the supervisory authority.

**15.** The Guest should immediately inform the Hotel about each modification of his/her Personal Data.