



## HOTEL REGULATIONS

### § 1

#### DEFINITIONS

In these Regulations, the following terms shall have the following meanings:

- 1) **"Hotel"** - means Villa Cottonina, limited liability company, with its registered office in Świeradów-Zdrój, Sanatoryjna 7, entered into the National Court Register and kept by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register, under the number KRS: 335296, NIP: 613-155-22-69, REGON: 021020549, share capital: PLN 65,000.00.
- 2) **"Guest"** - means any natural person using the services of the Hotel.
- 3) **"Civil Code"** - means the Act of 23 April 1964 Civil Code (Dz.U. z 2014 r., Nr 121, j.t. z późn. zm.).
- 4) **"Reception"** - means the reception of the Hotel.
- 5) **"Regulations"** - means these Hotel Regulations, having as an integral part documents:
  - a) Booking Terms,
  - b) Pets Policy,
  - c) Car Park Regulations,
  - d) Swimming Pool Regulations,
  - e) Sauna Zone Regulations,
  - f) Gym Regulations,
  - g) Mineral SPA Regulations,
  - h) Kids Play Room Regulations,
  - i) X Box Room Regulations.

### § 2

#### THE SUBJECT MATTER OF THE REGULATIONS

- 1) The Regulations define the rules for the provision of services by the Hotel and the rules for the use of hotel infrastructure, constituting an integral part of the agreement between the Guest and the Hotel, which is concluded by making a reservation and signing a residence card. By performing the actions indicated in the previous sentence, the Guest confirms that he or she has read the Regulations and accepts its terms and conditions.
  - 2) The Regulations apply to all Guests staying at the Hotel.
  - 3) The Regulations are presented to the Guest for viewing in the Hotel Guide located in each room.
- At any time the Regulations are available for inspection at the Reception, as well as on the Hotel's website: <http://www.cottonina.com/>.

### § 3

#### CHECK-IN AND CHECK-OUT

- 1) Room in the hotel is rented for specific hours (known as so called hotel day).
- 2) Hotel day lasts from 3:00 p.m. (check-in time) to 11:00 a.m. (check-out time) of the following day.
- 3) If the Guest has not specified the time of stay, it is assumed that the room has been rented for one (hotel) day.
- 4) Guests wishing to extend their stay beyond the period indicated on the day of arrival should report at the Reception by 10:00 a.m. of the day of check-out from the Hotel.
- 5) The hotel takes into account the wishes of extending the stay as far as possible.



- 6) The current price list of services provided by the Hotel is available on the website and at the Reception Desk.
- 7) Prices indicated in the price list include VAT.
- 8) Due to the health resort character of Świeradów-Zdrój, the following tourist tax applies for each day of stay of an adult and a child in the amount of PLN 4.5 per day per person. The fee is collected by the Hotel and paid in full to the account of Świeradów-Zdrój City Hall.

#### **§ 4**

#### **GUEST'S STAY AT THE HOTEL**

- 1) Rules of reservations at the Hotel are described in document named „Booking Terms” being an integral part of these Hotel Regulations.
- 2) The basis for guest's accommodation in the hotel is to present the Reception employee with an identity document with a photo and signing a residence card. The age of children entitled to discounts and free stays must be confirmed by a document containing the child's date of birth. In the absence of an appropriate document or in the event of refusal to present the document no discount is available.
- 3) The Guest may not sublet or lend the room to third parties.
- 4) Persons not registered at the hotel can stay in the hotel room as a guest from 6:00 to 22:00.
- 5) The hotel is silent from 10:00 p.m. to 6:00 a.m.
- 6) The Hotel may refuse to accept a Guest who has grossly violated the Regulations during his previous stay, in particular, causing damage to hotel property or Guests or personal injury to the Guest, Hotel employee or other persons staying at the Hotel or otherwise disturbed the peaceful stay of the Guests or the operation of the Hotel.
- 7) If a Guest resigns from his/her stay during a hotel day, the Hotel will not refund the hotel day fee.
- 8) Smoking and tobacco products are strictly forbidden at the Hotel, except in designated places for this purpose. Violation of the smoking ban may result in the Guest being charged an additional fee in the amount of PLN 500.
- 9) Selected areas of the hotel are monitored.

#### **§ 5**

#### **HOTEL SERVICES**

- 1) The hotel shall provide its services in accordance with its category and standard. In case of any reservations regarding the quality of services, please report them to the Reception Desk as soon as possible, which will allow employees to react immediately.
- 2) The hotel is obliged to provide:
  - conditions for a full and unrestricted rest of the Guest,
  - security of the stay, including keeping information about the Guest confidential,
  - professional and courteous service,
  - cleaning the room and carrying out necessary repairs of devices during the guest's absence, and in case of his presence only if he agrees and wishes - to provide another room as much as possible or otherwise alleviate the inconvenience, when the defects occurring in the room cannot be eliminated.
- 3) At the Guest's request, the Hotel shall provide the following services free of charge:
  - provide information related to the stay and travel,
  - wake up at the set time,
  - storing money and valuables during the Guest's stay in the hotel,
  - storing the luggage of Guests accommodated in the hotel.



## **§ 6**

### **GUEST LIABILITY**

- 1) The Guest shall be liable for any damage or destruction of the Hotel's equipment and technical devices caused by the Guest's fault or the fault of persons visiting the Hotel.
- 2) Each time leaving the room, the Guest should check the closing of the door.
- 3) Children under 12 years of age should be placed on the Hotel premises under constant supervision of legal guardians. Legal guardians will be financially liable for any damage caused by the actions of children.
- 4) If a Guest grossly fails to comply with the rules of the Hotel or his or her improper behaviour hinders the stay of other Guests, the Hotel may refuse to provide services to the person who violates them. Such a person shall be obliged to immediately comply with the Hotel's requests, to pay for the services provided so far, to cover the costs of any damage and to leave the Hotel.
- 5) The Hotel shall have a statutory right of pledge on items contributed by the Guest to the Hotel in the event of late payment for the stay or non-payment for services provided by the Hotel.

## **§ 7**

### **HOTEL LIABILITY**

- 1) The Hotel shall be liable for loss of or damage to items brought in by the parties using its services within the scope specified in Art. 846-849 of the Civil Code.
- 2) The liability of the Hotel for the loss of or damage to money, securities, valuables or objects of scientific or artistic value is limited in accordance with the provisions of the Civil Code, if these items are not deposited in the hotel deposit at the Reception Desk.
- 3) The Hotel reserves the right to refuse to accept high value items, significant amounts of money, items threatening to safety and bulky items that cannot be placed in the hotel deposit.
- 4) The Guest should inform the Reception about the occurrence of damage immediately after its discovery.
- 5) The Hotel shall not be liable for damage to or loss of a car or other vehicle belonging to the Guest.
- 6) Personal belongings left by the departing Guest in the hotel room will be sent back to the address indicated by the Guest at the expense of the Guest. If there is not such an instruction, the Hotel shall store these items for 3 months from the date of the Guest's call to collect items. After the expiry of the deadline, the items left by the guest will become the property of the Hotel, will be donated to charity or recycled.

## **§ 8**

### **ADDITIONAL PROVISIONS**

- 1) For reasons of fire safety it is forbidden to use in rooms heaters, electric irons and other similar devices which are not equipment of the hotel room.
- 2) According to the Act of 9 July 1995 on health protection against the consequences of tobacco and tobacco products (Dz.U. z 1996 r., Nr 10, poz. 55), smoking is prohibited in the entire hotel. Irrespective of the provisions of the above Act, in the event that hotel staff find that this provision has been breached, the Hotel shall be entitled to charge the Guest's account with the amount of PLN 500.00.
- 3) Hotel accepts pets only with further notice, extra paid and according to Pets Policy being an integral part of these Regulations.
- 4) Dangerous goods, including weapons and ammunition, flammable, explosive and illumination materials cannot be stored in hotel rooms.
- 5) Hotel has an unguarded, free Parking for Hotel Guests. The rules of use are described in the Car Park Regulations being an integral part of these Regulations.



- 6) Hotel has a swimming pool, gym, sauna zone and Mineral SPA, Kids Play Room, X-Box Room which rules of use are in accordance with following Swimming Pool Regulations, Sauna Zone Regulations, Gym Regulations, Mineral SPA Regulations, Kids Play Room Regulations, X Box Room Regulations which all are an integral part of these Regulations.
- 7) To insure Guests' safety Hotel can implement special rules of functioning, according to applicable law and guidelines of General Sanitary Inspection for hospitality business - which when implemented are an integral part of these Regulations and will be published on the Hotel webpage <http://www.cottonina.com/>
- 8) Acquisition and door-to-door sales are prohibited throughout the hotel.
- 9) In case of any deficiencies in the quality of services provided by the Hotel, the Guest has the right to lodge a complaint. Complaints should be made at the Reception immediately after noticing any deficiencies in the standard of services provided or to the following e-mail address: [info@cottonina.pl](mailto:info@cottonina.pl).

## **§ 9**

### **PERSONAL DATA PROCESSING**

- 1) In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, we inform you that the administrator of personal data of our guests is Villa Cottonina Sp. z o.o. with its registered office in Świeradów-Zdrój, ul. Sanatoryjna 7, KRS 0000335296, REGON 021020549.
- 2) Personal data are processed in order to book accommodation and provide hotel services. Additionally, after the consent of the Guest, his or her personal data will be processed for marketing purposes to the extent indicated in the consent given. Data may also be subject to profiling within the scope of the consent granted.
- 3) Data collected for the purpose of providing hotel services will be processed for the period specified in the provisions of law regulating the statute of limitations of claims or storage of accounting documentation, and, in the case of data collected on the basis of consent, until the consent is revoked.
- 4) Data obtained from monitoring shall be deleted after a maximum of 30 days from the date of their registration.
- 5) Guests have the right to access, correct their data, the right to transfer their data and the right to receive copies of personal data processed by the Hotel. Moreover, they have the right to withdraw their consent at any time, demand a limitation of personal data processing, delete them, and the right to be forgotten - in the case of personal data processing for marketing purposes.
- 6) Access to Guests' personal data is granted only to authorized employees of the Hotel and the Processing Entities, with whom separate agreements have been concluded (subcontractors providing services for the Hotel). The data may also be made available to authorized entities pursuant to the applicable laws.
- 7) If it is found that personal data are processed illegally, the Guests have the right to file a complaint with the President of the Office for the Protection of Personal Data (ODO).
- 8) Contact with the person responsible for personal data protection is possible in the Hotel's registered office or by e-mail: [odo@cottonina.pl](mailto:odo@cottonina.pl).

***The Management of the  
Cottonina Hotel & Mineral SPA Resort***