

# Regulations of Osada Kamratowo – full version

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## Art.1 - INTRODUCTION

1. These regulations define the rules for the provision of electronic services, rules for the provision of hotel services as well as the rights, obligations and rules for the protection of personal data of users of the website of Osada Kamratowo operating at [www.kamratowo.pl](http://www.kamratowo.pl).

2. Before using the services of the website, read these regulations. Starting to use services that do not require signing up is tantamount to full acceptance of the terms of these regulations.

3. The online service of Osada Kamratowo is run by Centrum Kultury Smaku "Sekwens" sp. z o. o. With headquarters in Raciborz at ul. Mariańska 11, entered into the National Court Register No. 0000126045 by the court District Court in Gliwice, NIP 639-17-03 -624, REGON 276056972, share capital PLN 52,000 paid in full.

4. The online service of Osada Kamratowo allows you to get acquainted with the current offer of the Kamratowo accommodation center in Wisła.

## Art. 2 - DEFINITIONS

Sekwens - Centrum Kultury Smaku "Sekwens" sp. z o.o., ul. Mariańska 11, 47-400 Racibórz entered into the National Court Register, registration no. 0000126045 by the court District Court in Gliwice, NIP 639-17-03-624, REGON 276056972, share capital PLN 52,000 paid in full.

Hotel - accommodation center "Kamratowo" at address: Jasna 2b, 43-460 Wisła, run as part of the business of Sekwens.

Service - hotel website run by Sekwens at [www.kamratowo.pl](http://www.kamratowo.pl).

Room - apartment or room in the Hotel

Guest - a person or group of people who use the services of the Hotel

Regulations - this text of the Regulations defining the terms of using the Website.

User - a natural person, legal entity or organizational unit without legal personality, who uses the Website to the extent provided for in the Regulations.

Contract - a contract for the provision of electronic services concluded between the User and Sekwens at the time of acceptance of the Regulations, with content corresponding to the content of the Regulations.

Offer - trade offer of the Hotel.

Service / Services - services provided electronically by Sekwens to Users under the Agreement.

Online Booking System - an IT system that allows reservation of hotel services whose operator is IAI Spółka Akcyjna with the registered office of Al. Piastów 30, 70-064 Szczecin, entered into the Register of Entrepreneurs kept by the District Court in Szczecin-Centrum in Szczecin, 13th Commercial Department of the National Court Register under the number 0000325245 acting on behalf of and for the benefit of the Hotel.

Reservation Agreement - A contract for the purpose of booking a Room at a specified time using the Online Reservation System, telephone or e-mail.

Client - a person, legal entity or organizational unit without legal personality who uses the Services and concludes the Agreement via the Website. In the case of natural persons, the Customer may only be a person with full legal capacity.

Hotline - telephone service of the hotel's client operating from Monday to Sunday from 9:00 to 21:00 at the following telephone number (+48) 33 855 10 43 or (+48) 601 81 56 53. The cost of the telephone connection is in accordance with the price list local customer operator.

RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (general regulation on protection data)

Personal Data - Users' data collected as a result of approving Store forms that require providing personal data within the meaning of the RODO

### Art. 3 - TECHNICAL CONDITIONS FOR THE USE OF THE SERVICE

1. To use the Website it is necessary to have:

- computer hardware that allows you to connect to the Internet,
- access to the Internet,
- browser operating on computer hardware and supporting cookies; minimum versions of browsers that meet the technical conditions necessary to use the Website are: Internet Explorer 8 (no compatibility mode), Firefox 12, Chrome 20, Opera 12,

2. Apart from the technical conditions mentioned in art.3 point 1, it is necessary to have the own e-mail address to use the "Newsletter" service.

#### Art. 4 - SCOPE OF PROVIDED SERVICES BY ELECTRONIC

1. The "Information" service enables Users to browse and search the Offer.
2. The "Reservations" service allows Users to submit reservations and conclude a Reservation Agreement.
3. The "Newsletter" service enables Users to regularly receive e-mails containing commercial information about the offer.

#### Art. 5 - CONCLUSION OF A CONTRACT FOR PROVIDING SERVICES BY ELECTRONIC MEANS

1. Conclusion of the Agreement regarding the provision of the "Information" Service takes place at the time of the User performing any activity on the Website, in particular displaying one of the Website pages in a web browser.
2. Conclusion of the contract in the scope of providing the "Newsletter" service occurs when you click on the link activating the subscription to the newsletter sent in the e-mail address to the subscriber's address.
3. Conclusion of a contract for the provision of the "Reservations" service takes place at the time of booking using booking forms on the Website's websites.
4. The contract is concluded for an indefinite period, unless it is previously terminated on the basis of separate terms of the Regulations or under the terms of a separate agreement concluded between the User and Sekwens.

#### Art. 6 - RESERVATIONS

1. All information about available dates, prices and the scope of hotel services are provided on the Website.
2. Personal Data provided by the Customer during the booking process should be valid and truthful. Providing data is voluntary, however, without providing it, it is not possible to conclude a Reservation Agreement.

#### Art. 7 - CONCLUSION OF THE RESERVATION AGREEMENT BY THE SERVICES PROVIDED WITH THE ELECTRONIC WAY

1. To conclude a Reservation Agreement using services provided electronically, it is necessary to fill in the booking form, which is placed on the Website. After entering the date of stay, number of persons, type of offer, room number and Personal Data, the User confirms the will to conclude the Reservation Agreement by pressing the "I reserve" button.
2. The Online Reservation System, at the time of receiving the reservation, sends the confirmation of the order to the e-mail address provided by the Customer. The confirmation of the order contains information about the amount of prepayment (deposit), which should be transferred to the indicated bank account of the Hotel before the set deadline.
3. Conclusion of the Reservation Agreement shall take place after the Sequences receives a prepayment (deposit) sent to the bank account of the Hotel.

#### Art. 8 - CONCLUSION OF THE RESERVATION AGREEMENT BY MEANS OF THE PHONE

1. To make a Reservation Agreement by phone, it is necessary to submit a booking request via the Hotline. After entering the date of stay, number of persons, type of offer, room number and Personal Data, the User verifies orally wishes to conclude a Reservation Agreement.

2. The Hotel Service, after receiving the reservation, sends the confirmation of the order to the telephone number or email address provided by the Customer. The confirmation of the order contains information about the amount of prepayment (deposit), which should be transferred to the indicated bank account of the Hotel before the set deadline.

3. Conclusion of the Reservation Agreement shall take place after the Sequences receives a prepayment (deposit) sent to the bank account of the Hotel.

#### Art. 9 - CONCLUSION OF THE RESERVATION AGREEMENT BY E-MAIL MAIL

1. To make a Reservation Agreement by e-mail, it is necessary to send an e-mail to [wisla@kamratowo.pl](mailto:wisla@kamratowo.pl). The User confirms the willingness to conclude a Reservation Agreement by providing in the e-mail list the date of stay, number of persons, type of offer, room number and Personal Data.

2. The hotel service, after receiving the reservation, sends the customer's e-mail address confirming the order. The confirmation of the order contains information about the amount of prepayment (deposit), which should be transferred to the indicated bank account of the Hotel before the set deadline.

3. Conclusion of the Reservation Agreement shall take place after the Sequences receives a prepayment (deposit) sent to the bank account of the Hotel.

#### Art. 10 - CANCELLATION OF THE RESERVATION AGREEMENT

1. In the absence of the required prepayment within the set time, the reservation is canceled and the Reservation Agreement is not concluded.

2. The Reservation Agreement may be canceled by sending an e-mail to [wisla@kamratowo.pl](mailto:wisla@kamratowo.pl) or contacting the Infoline or in person at the Hotel reception.

3. The method of returning the prepayment due to the cancellation of the Reservation Agreement depends on the individual booking conditions in the selected package of the Offer.

4. In case of cancellation of the Reservation Agreement less than 14 days before the planned date of arrival or no-show on the planned day of arrival, the Hotel will keep the entire prepayment. This does not apply to non-returnable bids.

5. In the event of cancellation of the Non-Refundable Booking Agreement or failure to show up on the scheduled arrival day, the Hotel will keep the entire prepayment.

6. In addition to the cancellation of the Reservation Agreement on the terms described above, the Customer is not entitled to withdraw from the Reservation Agreement, which is in accordance with Art. 38 point 12 of the Act of 30 May 2014 on consumer rights.

7. If a prepayment is refunded due to cancellation of the Reservation Agreement, it is executed by returning the transfer to the bank account from which it was sent or in cash if the guest appears in the reception in person. The prepayment will be returned within 14 days from the date of cancellation of the Reservation Agreement.

#### Art. 11 - PRINCIPLES OF USING THE SERVICE

1. By accepting the Regulations, the User agrees to all the conditions and undertakes to comply with them.

2. Using the Website is tantamount to acceptance of the Regulations.

3. Users undertake to comply with the law, rules of social coexistence and Netiquette rules (described on the website <http://en.wikipedia.org/wiki/Network>). Its gross or notorious non-compliance will be treated as a violation of the Regulations.

4. The content of the Website is legally protected. In particular, this applies to the content, name, graphic appearance and logotype.

5. The User undertakes not to take any actions that may disrupt the operation of the Website or be burdensome for other Users. Such activities include in particular: using automated tools (bots and scripts) to communicate with the Website, introducing viruses or Internet worms and obstructing access to the Website pages to other Users.

#### Art. 12 – RULES AND REGULATIONS OF STAYING IN THE HOTEL

1. Hotel day at the Hotel starts at 15.00 and ends on the day of departure at 11.00. Rooms and apartments are rented per night. If the Guest renting a Room does not specify the length of stay, one night of renting the Room is assumed. All late departure hours (after 11am) must be agreed (at least the day before) with the reception of the Hotel. This also applies to early departures (before 9:00 am). In the case of arrivals after 21.00 the guest will be charged for the late check-in service.

2. The Hotel may refuse to accept a Guest who during the previous stay grossly violated the Hotel's regulations, causing damage to property of the Hotel or other guests or damage to the Guest, Hotel staff or other people staying at the Hotel or in any other way disturbed the peaceful stay of the Guests or the functioning of the Hotel .

3. In the situation when 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 at least two representatives of the Hotel, one of them being the Hotel manager or his deputy. Items packed in such a way will be deposited in the hotel and will be available to pick up at the reception.

4. Items left in the Hotel Room, after the Guest's departure, will be sent to the address indicated by the Guest on their clear request (in writing, e.g. email) and their cost. In the absence of such a request, the Hotel shall store all items for a period of 6 months.

5. The Guest may not transfer the rented Room to other persons, without prior registration of a third party at the reception, even if the period for which they paid the due fee has not expired.

6. Payment for the stay must be paid at the hotel reception on arrival in cash or by credit card.

7. In order to verify the Guest checking in, the Hotel receptionist is entitled to ask the Guest's his identity card or other document confirming his identity. The Guest must also fill in the registration form. Failure to comply with this condition equates with cancelling a stay at the Hotel. In this case the Guests is not entitled to any refund.

8. According to §2 of Resolution No. XI / 131/2015 of the Wisła City Council of October 29, 2015 regarding the introduction of local charges, the Guests pay the so-called local payment (city tax) in the amount specified in Resolution No. XI / 146/2011 of the Town of Wisła of October 27, 2011 (only in cash).

9. Immediately after checking in at the Hotel, the Guest is obliged to familiarize himself with the Room equipment and keep it intact, in case of noticing the damage, the Guest should immediately notify the Hotel reception. In the absence of information and damages or missing of any equipment found by the hotel staff, the guest will be financially liable for the damage or absence of any equipment.

10. After the stay, each guest is obliged to leave the kitchen equipment washed and set in its place.

11. The hotel requires keeping quiet hours from 22:00 to hours 7:00 in the morning. The behavior of Guests and people using the services of the Hotel should not interfere with the peaceful stay of other Guests. The hotel may refuse to provide services to guests who violate this rule.

12. The hotel is non-smoking. In case of violation of the ban, the Guest may be charged with removing the consequences of violation of this prohibition (the cost of professional deodorization and the costs of excluding the Room from rent for a specified period - the minimum estimated cost is PLN 400). Smoking is allowed outside the buildings near places where there is an ashtray.

13. It is forbidden to bring various types of animals on the premises of the Hotel. In the event of a violation of the ban, the Hotel's staff can check out the Guests and cancel their reservation without refunding the fee for this booking.
14. The hotel is not responsible for lost valuable items, documents and money in the hotel (if necessary, guests can leave valuable small items in the reception safe).
15. Children can use the playground and play corner only in the presence and under the care of the Guest - an adult. The playground, vehicles and toys are intended for children under 14 years of age. The parents or guardians are responsible for their own or entrusted children, also in the event of loss or damage to the Hotel property or other guests.
16. Guests use on their own responsibility: deck at the river, barbecue, children's playground, children's corner, car park (free, unguarded), entrance to the first floor (regarding Room No. 1 and No. 9), entry to the sleeping area (apartment no. 3-8) located above the living room. When entering and going down, always use both handrails at the same time. It is necessary to close the movable barrier (wicket) after entering the first floor to the bedroom part (closing is very important at night, and also on the day when the children are in the apartment).
17. In the hours of 23.00 - 5.00 in the morning you cannot drive the car to the hotel premises, because the entrance gate is automatically closed during this period. Leave the car outside the fence and use the gate opposite the Hotel reception using the assigned electronic key.
18. Each time leaving the Room, the Guest has the duty to secure it properly so that access by third parties is not possible. During the absence of the Guest in the Room, the windows and doors should remain closed, lighting and electrical devices off (eg TV set, electric stove).
19. If you notice a fire or another life or health threatening event, you should notify the hotel staff or take other actions specified in the "EVACUATION PLAN" and then go to the exit in accordance with the "EVACUATION PLAN" placed in each Room on the information board indicating the direction of the evacuation. Until the arrival of the fire brigade or other emergency help, the responsibility for evacuating people (guests) in the facility is borne by the hotel staff.
20. Due to fire safety, it is forbidden to use in the rooms electrical and other devices, eg heating, which do not constitute the Hotel's equipment.
21. Additional services:
- a. Free:
- i. ski locks (in front of the entrance to the apartments). You can not bring skis to the room.
- ii. Wireless internet
- iii. children's books, games, paddles, iron, ironing board, hair dryer, ski boot dryer (electric sockets for dryers are located in the hall under benches) - to be borrowed at the reception of the Hotel
- iv. Upon request, guests rooms can be cleaned during their stay by the assigned staff. At the request of the guest, toilet paper, cloths, sponges, dishwashing liquid, etc., are also supplemented, as well as a vacuum cleaner, replaced linen and towels.
- b. Paid:
- i. the fee for using the barbecue is 15 PLN (the fee includes cleaning the grill after use and barbecue tools - other costs (organization, fuel, raw materials are not included)
- ii. rental of an additional TV set for the bedroom - PLN 10 per day for the receiver
- iii. in the case of any damage caused by the Guest, the extra chargé will be assigned to their room and to be paid by them before the departure ( carpet washing, disinfection, etc.)

1. Sekwens shall not be liable for damages resulting from using the Website in a manner inconsistent with the law or the Regulations.
2. Sekwens shall not be liable for damages resulting from the cessation of the provision of Services in the event that this occurred due to the User's fault or due to a breach of law or the Regulations.
3. Sekwens shall not be liable for damages resulting from the use of the Website content for business, investment or business purposes.
4. The sequencer is not liable for damages caused by the disclosure of personal data in accordance with the provisions of the Regulations.
5. The sequencer is not responsible for content on websites outside the domain of kamratowo.pl, to which links placed on the Website lead.
6. The sequencer is not responsible for any interruptions in the operation of the Website caused by force majeure, equipment failure or unlawful interference by Users.
7. The sequencer is not responsible for temporary inability to use the Website as a result of maintenance work.

#### Art. 14 - PROTECTION OF PERSONAL DATA

1. The administrator of Personal Data is Centrum Kultury Smaku "Sekwens" sp. O.o., 47-400 Racibórz, ul. Mariańska 11.
2. Contact with the Personal Data Administrator regarding the protection of personal data is possible at the following e-mail address: [rodo@sekwens.com.pl](mailto:rodo@sekwens.com.pl)
3. The sequencer processes the User's personal data for various purposes, but always in accordance with the law. Detailed information on specific objectives, their legal basis, data categories, recipients of data, processing time, profiling, data transfer to third countries and Users' rights can be found in the privacy policy published at [https://www.kamratowo.pl/polityka- Privacy](https://www.kamratowo.pl/polityka-Privacy)
4. The User has the right to access their personal data, rectify them, delete them, restrict processing, transfer, object to processing, withdraw their consent to their processing and file complaints to the President of the Office of Personal Data Protection.
5. If the processing of personal data is based on consent, the User may withdraw the consent at any time.

#### Art. 15 - COMPLAINTS OF SERVICES

1. Complaints on services provided electronically and hotel services may be submitted in electronic form to the address [wisla@kamratowo.pl](mailto:wisla@kamratowo.pl) or in the form of a registered letter to the address of the company Sekwens provided in art. 2 of the Regulations.
2. Complaints about a hotel service should be reported immediately, within no more than 30 days from the hotel service.
3. Complaints will be processed within 14 days from the date of filing.
4. Complaints must include name, surname and e-mail address if the advertised Service requires an e-mail address.
5. The sequencer will consider complaints regarding the provisions of the Regulations.
6. The sequencer will notify the User of the decision in electronic form or by registered mail in accordance with the method of sending the complaint application.

#### Art. 16 - TERMINATION OF A CONTRACT FOR PROVIDING SERVICES BY ELECTRONIC MEANS

1. The User may terminate the Contract with immediate effect without giving a reason.

2. The contract for the provision of the "Information" and "Reservations" services shall be terminated at the time of ceasing to use the Website.

3. The "Newsletter" service agreement is terminated at the moment of using the deactivating link sent in each newsletter issue or sending from the subscriber's address a request to delete the e-mail address from the list of subscribers.

#### Art. 17 - FINAL AND TRANSITIONAL PROVISIONS

1. Sekwens reserves the right to make changes to the Regulations.

2. The Regulations are valid from 1 July 2018.