



# Rules And Regulations Of Green Apartments

## § 1 SUBJECT OF THE REGULATIONS

1. The Regulations (hereinafter: Regulations) define the subject of services, liability and rules of staying in the premises of Green Apartments (hereinafter: Green Apartments) and are an integral part of the contract (hereinafter: the Agreement), the conclusion of which takes place by signing a registration card, with taking into account the provisions of § 2. of the Regulations. By signing the registration card, the Guest of Green Apartments (hereinafter referred to as: the Guest) confirms that they have read and accept the provisions of the Regulations.
2. Green Apartments is run by the company: Osada Śnieżka Operator, a limited liability company with its registered office in Warsaw (00-023) at ul. Widok 8, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under the number: 0000502497, NIP: 7010415841, REGON: 147147210, address for service: ul. Sarnia 21a, 58-540 Karpacz, e-mail: recepcja@green-apartments.pl, phone: +48 75 306 75 76.
3. The Regulations are available: (I) on the website [www.green-apartments.pl](http://www.green-apartments.pl), (II) at the reception of Green Apartments (hereinafter: Reception) and (III) in each apartment.
4. The regulations apply to all guests.
5. In the further part of the Regulations, the term "Green Apartments" means - depending on the context - Green Apartments apartments or the company indicated in paragraph 2 above.

## § 2 CONCLUSION OF A CONTRACT VIA THE BOOKING SERVICE (DISTANCE CONTRACT)

1. In order to make a remote booking (hereinafter: Reservation), the Guest is entitled to conclude an Agreement with Green Apartments via the Green Apartments reservation system (hereinafter: the System), available on the website: [www.green-apartments.pl](http://www.green-apartments.pl).
2. The Guest makes a reservation in the System by performing the activities indicated by the System, including filling in the reservation form (hereinafter: the Form). Providing the Guest's personal data in the form is necessary in order to be able to use it and make a Reservation.
3. The guest can choose the services offered, including standard accommodation and packages, as well as additional services.
4. The prices presented in the System are given in Polish zloty and include VAT. For services not covered by the

Reservation, the Guest pays the amount due directly to Green Apartments.

5. After making the Booking, Green Apartments will send to the e-mail address provided by the Guest a confirmation of the Booking, specifying, inter alia, details of the Guest, Green Apartments, description of the ordered offer, validity of the offer and the amount of the advance payment towards the price for the booked services (hereinafter: the advance payment) or the entire price to be paid. The advance payment or the full price for the ordered services (depending on the selected offer) should be paid within the time specified in the Booking confirmation.
6. Payment by the Guest of the advance payment or the entire price, depending on the selected offer, within the prescribed period is a condition for the conclusion of the Agreement.
7. The payment of the advance or the entire price is made via one of the following payment methods:
  - a) Dotpay.pl online payment system, to which the Guest will be redirected when making a Reservation in the System. The guest does not bear any additional fees for making the payment via the Dotpay.pl online payment system. Green Apartments is not the owner or operator of the Dotpay.pl online payment system. The guest should read the privacy protection rules applied by the Dotpay.pl operator.
  - b) a traditional bank transfer to the account number indicated in the Booking Confirmation sent to the Guest.
8. The contract between the Guest and Green Apartments is considered concluded at the moment of payment by the Guest of the advance or the entire price, depending on the selected offer.
9. The content of the Agreement concluded remotely is recorded, secured and made available to the Guest by: (1) making the Regulations available on the System website in a form that can be downloaded by the Guest and (2) sending the Guest an e-mail confirming the Booking. The content of the Agreement is additionally recorded and secured in the system.
10. The Guest's failure to pay the advance payment or the entire price, depending on the selected offer, within the time specified in the Booking confirmation, shall be considered a resignation from the Booking, which results in the failure to conclude an Agreement between the Guest and Green Apartments.
11. Unless the offer or confirmation of the Reservation provides otherwise (e.g. by indicating that the offer is non-refundable or that there is no possibility of changes or cancellations), the Guest is entitled to cancel the confirmed Reservation no less than 7 days before the start of the first hotel night of the planned stay, which results in the fact that the amounts due for the advance payment or the price paid by the Guest will be refunded within 21 work-

ing days. Cancellation of the Reservation should be made in writing (to the delivery address of Green Apartments, indicated in § 1 section 2 of the Regulations) or in the form of an e-mail to the following address: rezerwacja.online@green-apartments.pl

**12.** If the Guest: (I) cancels the Booking less than 7 days before the start of the first hotel night of the planned stay or (II) fails to show up at Green Apartments on the scheduled day of arrival, then the advance payment may be used within 6 months, with subject to the provisions of the following paragraphs.

**13.** Provisions provided for in the preceding paragraphs limiting the possibility of canceling the Reservation or refunding the amounts paid for the Reservation do not limit or exclude the Guest's rights to cancel the Booking and return the paid amounts due, resulting from mandatory provisions of law or the Guest's rights in the event of failure to perform the contract by Green Apartments, including rights resulting from the advance payment.

**14.** To the extent not covered by paragraph 13 above, at the request of the Guest, Green Apartments may also consent to the cancellation of the Booking or the possibility of using the amount paid by the Guest at a later date, if, after making the Booking and less than 7 days before the start of the stay, there are proven extraordinary circumstances for which the Guest does not has an effect, of the following:

- a) death of the person closest to the Guest;
- b) damage to health or sudden illness of the Guest, or another person covered by the Booking, preventing arrival at Green Apartments;
- c) road closures, cancellation of flights, ferries, buses or trains, preventing reaching Green Apartments on the day of arrival, with the lack of an alternative connection enabling reaching Green Apartments on the same day;
- d) natural disasters, riots, terrorist acts, acts of public authority limiting travel, epidemics.

**15.** The guest should document the occurrence of the circumstances referred to in paragraph 14 lit. a) -c) above. The circumstances referred to in para. 14 lit. d) above can be verified by Green Apartments based on publicly available sources of information.

**16.** According to Art. 38 point 12 of the Act of 30 May 2014 on consumer rights, the Guest is not entitled to withdraw from a distance contract under this paragraph (except for the case referred to in paragraph 11 above).

### § 3 HOTEL DAY

**1.** The guest determines the date of stay at Green Apartments. The apartments are rented for hotel days.

**2.** The hotel day begins at 4:00 p.m. on the first day and ends at 11:00 a.m. on the following day, unless the contract for a group stay or individual confirmation provides otherwise.

**3.** It is possible to extend the hotel day, subject to the availability of apartments. Extension of the hotel day until 7:00 p.m. will result in charging half of the accommodation price valid on the day of departure.

**4.** A request to extend the stay should be reported by the Guest at the reception desk by 9:00 a.m. on the day the apartment rental period expires. Green Apartments will take into account the request to extend the stay, subject to the availability of the apartment.

**5.** The Guest's caretakers are the Reception staff, tel. +48 75 306 75 76.

### § 4 STAY REGISTRATION

**1.** The basis for registering a Guest's stay at Green Apartments is to present a valid identity card or passport at the Reception and sign a residence card.

**2.** People who are not registered for a stay at Green Apartments may stay in the apartment as guests from 7:00 a.m. to 10:00 p.m.

**3.** The guest may not transfer the apartment to other people, even if the period for which he has paid the fee for the stay has not expired.

**4.** Green Apartments may refuse to accept a Guest who has grossly violated the Regulations during the previous stay (previous stays), in particular by causing damage to the property of Green Apartments or Guests, personal injury to Guests, Green Apartments employees or other people staying at Green Apartments.

**5.** Green Apartments may block funds on the payment card provided by the Guest in order to make the Booking, in the amount of the payment for the entire stay, as well as collect Green Apartments payments from this card.

**6.** The Guest's resignation from the stay during the hotel day does not affect the amount of the stay, unless the provisions of mandatory law provide otherwise.

**7.** The guest agrees to issue a VAT invoice without a signature.

**8.** By signing the residence card, the Guest may consent to the opening of a hotel account for the purposes of settling transactions made at Green Apartments during the Guest's stay (e.g. making purchases in a bar, restaurant, using additionally paid services). The hotel bill is assigned to the Guest's apartment number. Green Apartments may request the Guest's payment card details and pre-authorize the payment card in order to secure payment for additional services and goods purchased.

**9.** If the Guest agrees to open a hotel account, referred to in sec. 8 above, the Guest is able to purchase goods or services at Green Apartments with a deferred payment date no later than until the stay is deregistered. Goods or ser-

vices purchased by the Guest during their stay at Green Apartments are added to the Guest's hotel bill. To use the option of adding goods or services to the hotel bill, when purchasing goods or services, you must:

- a) express to the staff of Green Apartments the will to add receivables for purchased goods or services to the hotel account
- b) show the Green Apartments staff the access card to the apartment, in order to load it into the Green Apartments IT system and confirm whether a hotel bill has been assigned to the Guest's apartment with the consent of the Guest and whether the account limit has not been exceeded,
- c) in order to verify the entitlement to use the apartment access card and the right to purchase goods or services as part of the hotel bill, provide additional verification data, i.e. the apartment number or the name of the Guest provided in the registration card when registering a stay at Green Apartments,
- d) sign the bill printed by Green Apartments staff confirming the purchase of goods or services.

**10.** The Guest may authorize other persons to purchase goods or services using the hotel account, in particular by providing them with an access card to the apartment and additional verification information referred to in paragraph 9 lit. c) above.

**11.** The guest is obliged to pay the purchased goods or services added to his hotel bill before the end of the stay at Green Apartments or immediately after exceeding the limit specified in paragraph 13 below, if the Guest still wants to use the hotel bill.

**12.** The guest should not provide the access card to the apartment along with additional verification data to persons who have not been authorized by the guest to purchase goods or services using the hotel account. The guest should immediately notify the Green Apartments Reception about the loss of the access card to the apartment.

**13.** The amount of unpaid obligations for payment for goods or services purchased as part of the hotel account may not exceed PLN 2,000.00 (two thousand zloty). It is not possible to add to the bill hotel fees, if, after their addition, the limit indicated in the preceding sentence is exceeded.

## § 5 SERVICES

**1.** Green Apartments provides services in accordance with its category and standard.

**2.** In the event of any reservations regarding the quality of services, the Guest is asked to immediately report any reservations at the reception desk, which will enable the employees to react and improve the standard of services provided.

**3.** Green Apartments provides guests with:

- conditions for full and comfortable rest and relaxation,
- security of stay, including secrecy information about the Guest,

- professional and courteous service in all matters services provided at Green Apartments,
- cleaning the apartment (Green Apartments offers paid cleaning. Cleaning takes place only after prior notification at the Reception of the willingness to use the service. The price list and scope is available at the Reception) and performing the necessary repair of the equipment during the Guest's absence, and in the event of his presence, his presence, only if he gives his consent and such a wish,
- technically efficient service, and in the event of defects that cannot be removed immediately, Green Apartments will make every effort to mitigate this inconvenience as far as possible.

**4.** Additionally, at the Guest's request, Green Apartments provides the following services free of charge:

- providing information related to the stay and travel,
- wake up call at the appointed time,
- ordering a taxi.

**5.** Guests can use for free:

- mini library,
- Internet access.

**6.** For an additional fee, guests can use other additional services offered at Green Apartments on the terms set out in the regulations for using these services and price lists made available to guests before using the services.

**7.** Boarding in the form of a buffet can only be eaten in the dining room where the buffet is offered. It is forbidden to take food outside the dining room. The food can be taken out against the payment of the price for the food, after agreeing with the Green Apartments staff.

**8.** Children under 13 years of age should use the buffet only under the supervision of adult guardians in order to avoid burns, cuts or injuries or other damage.

**9.** Any nutritional intolerances should be reported by the Guest at the Reception and - during meals - to the staff handling the meals.

## § 6 GUEST'S RESPONSIBILITY

**1.** At Green Apartments, children under the age of 13 should be under the constant supervision of their legal guardians. Legal guardians may be financially liable for any damage resulting from the actions of children in accordance with the principles set out in generally applicable law.

**2.** The guest is financially responsible for any damage or destruction of the equipment and technical devices of Green Apartments, caused by his fault or the fault of people accompanying him or visiting him.

**3.** The guest should inform the Reception about the damage immediately after its discovery. In particular, the Guest should immediately inform the Reception about any damage to the apartment found after entering the apartment after registering the stay.

4. Green Apartments may charge the Guest's payment card after his departure for damages caused by him to Green Apartments or as payment for goods or services purchased additionally during the stay, and not reported or unregulated by the Guest before leaving Green Apartments. The guest may consent to the pre-authorization of the payment card by signing the residence card. In this case, the Guest authorizes Green Apartments to collect Green Apartments from the payment card.

5. In the event of a breach of the Regulations, Green Apartments may refuse to continue providing services to the person who violates them. Such a person is obliged to immediately comply with the requests of Green Apartments, settle the amount due for existing services, pay for any damage and leave Green Apartments.

6. Each time leaving the apartment, for safety reasons, the Guest should turn off the TV, turn off the lights, close the taps, close the windows and entrance doors and carefully guard the access card to the apartment.

7. It is forbidden to use bath towels for cleaning shoes and cleaning any other soiled items. It is strictly forbidden to take towels and other apartment equipment after the stay at Green Apartments.

## § 7 GREEN APARTMENTS RESPONSIBILITY

1. Green Apartments is liable for damages incurred by the Guest on the terms set out in the provisions of generally applicable law, including the Civil Code. The rules of responsibility of Green Apartments for the loss or damage to items brought by the Guest are defined in the provisions of the Civil Code.

2. Money, securities and valuable items, in particular valuables and items of scientific or artistic value, should be deposited by the Guest at the Reception Desk or stored in a safe, provided that the apartment is equipped. Green Apartments may refuse to accept these items for storage if they pose a threat to security or if they are too valuable in relation to the size or standard of Green Apartments or if they take up too much space.

3. Green Apartments provides the service of storing vehicles in the guarded car park located on the premises of Green Mountain Hotel \*\*\*\*\* and the rental service of parking spaces in the unguarded car park Green Apartments. The terms and conditions for the use of parking spaces in the guarded car park and the unguarded car park (including the rules of liability) are set out in the car park regulations, constituting Annex 1 to the Regulations.

4. Green Apartments is not responsible for animals under the terms of the Civil Code.

## § 8 RETURN OF LEFT ITEMS

Personal belongings left in the apartment by the Guest who is leaving the apartment will be sent to the address indicated by the Guest at their expense. In the event of not receiving such an instruction, Green Apartments will store the above items at the expense of the owner for a period of 1 month, and after this period, these items will become the property of Green Apartments. Due to their properties, food products will be stored for 24 hours.

## § 9 COMPLAINT PROCEDURE

1. Guests have the right to lodge a complaint in the event of noticing deficiencies in the quality of the services provided or in a different scope.

2. Green Apartments is obliged to provide services without any deficiencies and other defects.

3. The complaint may be submitted by the Guest, for example:

a) in writing to the delivery address of Green Apartments, indicated in § 1 section 2 of the Regulations;

b) in electronic form via e-mail to:  
recepca@green-apartments.pl.

4. It is recommended that the Guest provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the failure or other defect, and (2) contact details of the person submitting the complaint - this will facilitate and speed up the consideration of the complaint by Green Apartments. The requirements specified in the preceding sentence are only recommendations and do not affect the effectiveness of submitting a complaint.

5. Green Apartments will respond to the complaint received from the Guest and inform him about the method of considering the complaint, in particular in writing or via e-mail, if the Guest provided an e-mail address for this purpose. Green Apartments will provide the Guest with a reply to the complaint within 30 days from its receipt, unless separate regulations provide otherwise.

## § 10 AMICITIVE (OUT-OF-COURT) MEANS OF ACCEPTING COMPLAINTS AND INVESTIGATING CLAIMS AND RULES OF ACCESS TO THESE PROCEEDINGS

1. Detailed information on the possibility for a Guest who is a consumer to use extrajudicial means of dealing with complaints and redress and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the 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.** A guest who is a consumer has the following exemplary possibilities of using out-of-court complaint and redress methods:

- a) The guest is entitled to request a permanent of the consumer arbitration court referred to in art. 37 of the Act of December 15, 2000 on Trade Inspection, with a request to settle a dispute arising from the concluded Agreement; the regulations for the organization and operation of permanent consumer courts of arbitration are specified in the regulation of the Minister of Justice of 6 July 2017 on the rules of organization and operation of permanent arbitration courts at voivodship commercial inspectors;
- b) The guest is entitled to apply to the provincial inspector of the Trade Inspection, in accordance with art. 36 of the Act of December 15, 2000 on the Trade Inspection, with a request to initiate mediation proceedings on the amicable settlement of the dispute between the Guest and Green Apartments; information on the rules and mode of the procedure mediation conducted by the provincial inspector of the Trade Inspection is available at the premises and on the websites of individual Provincial Inspectorates of the Trade Inspection;
- c) The Guest may obtain free assistance in resolving a dispute between the Guest and Green Apartments, also using the free assistance of a poviast (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers); advice is provided by the Consumer Federation at the toll-free consumer hotline number 800 007 707 and by the Association of Polish Consumers at the email address: [bilety@dlakonsumentow.pl](mailto:bilety@dlakonsumentow.pl);
- d) The guest may use the European ODR platform (Online Dispute Resolution), available at: <http://ec.europa.eu/consumers/odr/>, facilitating independent, impartial, transparent, effective, fast and fair out-of-court disputes settlement via the Internet between consumers and entrepreneurs in accordance with the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / WE (Journal of Laws UE.L No. 165, p. 1)

## § 11 PRIVACY POLICY PERSONAL DATA PROTECTION

**1.** The administrator of personal data of Guests and other persons staying on the premises of the Green Apartments buildings and around the Green Apartments buildings in the area covered by monitoring (hereinafter: Personal Data) is Osada Śnieżka Operator limited liability company with its registered office in Warsaw (00-023) at ul. Widok 8 (hereinafter also referred to as: Administrator). The ad-

ministrator may also be a co-administrator of Personal Data, about which he informs the Guests each time. The administrator has appointed a data protection officer who can be contacted at the address for service indicated in § 1 para. 2 of the Regulations or at the e-mail address: [rodo@green-mountain.pl](mailto:rodo@green-mountain.pl).

**2.** In connection with the Booking process and the Guest's stay at Green Apartments, the Administrator processes or may process the Personal Data:

- a) in order to take steps before concluding the contract and the implementation of the contract for the provision of hotel services between Guests and the Administrator, as well as in order to implement the participation of Guests in the loyalty program, if they participate in it [art. 6 sec. 1 lit. b) GDPR]; if, during the stay, guests will purchase additional services or goods with the option of settling after the end of the stay under the hotel bill, data on these goods or services will be collected for the purpose of settlements;
- b) for the fulfillment of obligations imposed on the Administrator by law, including in particular tax obligations, accounting and statistical [Article 6 par.1 lit. c) GDPR];
- c) for legitimate purposes interests pursued by the Administrator, i.e. in order to implement the participation of business customers in the loyalty program, if the data subject is not a participant in the loyalty program, but uses the profits resulting from participation in the program [art. 6 sec. 1 lit. f) GDPR];
- d) if the Guest has booked a stay through an external booking portal (e.g. Travelist, Booking, Triverna) or a portal implementing an employee incentive program, the data on the stay may be processed in order to perform the contract between the Administrator and the operator of such portal (e.g. to make settlements, informing about the submitted complaint), which is a legitimate interest pursued by the Administrator [art. 6 sec. 1 lit. f) GDPR];
- e) for purposes resulting from the legitimate interests pursued by the Administrator, such as direct marketing, handling complaints, investigating or defending claims, contacting guests with anticipated events (e.g. payment errors), archiving, performance of contracts binding the Administrator with other entities, if the processing of Data Personal is necessary for this purpose, e.g. when guests are participating in a group stay or when it is necessary for the settlement of a claim, the administrative purposes of the group of companies [Art. 6 sec. 1 lit. f) GDPR];
- f) for marketing purposes after the end of the stay at Green Apartments, based on the consent to receive marketing information or as a legitimate interest pursued by the Administrator in connection with the consent expressed to receive commercial information by electronic means [art. 6 sec. 1 lit. a) or f) GDPR];
- g) for purposes arising from legitimate interests pursued by the Administrator, i.e. for reasons of security and protection of information and property through video surveillance [art. 6 sec. 1 lit. f) GDPR];
- h) in order to provide SPA & Wellness services (including as part of the Dr Irena Eris Beauty Partner Salon services) based on the express consent of the Guest granted before using the above-mentioned services [Art. 9 sec. 2 lit. a) GDPR].

**3.** Detailed rules for the processing of Personal Data in connection with participation in loyalty programs are contained in the regulations of loyalty programs, which Guests should read before joining the loyalty program or before taking advantage of the benefits of participation in the loyalty program.

**4.** Detailed rules for the processing of Personal Data in connection with the use of SPA & Wellness services (including the services of the Dr Irena Eris Beauty Partner Salon), as well as information on the co-administration of Personal Data by Green Apartments and Cosmetic Institute Dr Irena Eris Sp. z o.o. based in Warsaw, as well as the rules for the processing of Personal Data in connection with the use of other additional services, if they are covered by separate regulations, are made available to Guests before using the above services.

**5.** The guest may consent to receive commercial information from the Administrator, including information on promotions, using electronic communication (e-mail, SMS). Failure to give such consent does not affect the possibility of using the Administrator's hotel services.

**6.** In the common areas of the Green Apartments buildings and around the Green Apartments buildings, monitoring with surveillance cameras is used. Information on the processing of Personal Data through monitoring is available at the entrance to Green Apartments and at the Green Apartments Reception. The area covered by monitoring is additionally marked with a graphic symbol along with written information.

**7.** Information about the obligation or lack of obligation to provide Personal Data, as well as the consequences of not providing Personal Data, is each time included in the information obligation, which the Guest should read before performing a specific activity related to providing Personal Data. Providing Personal Data when making a Reservation is voluntary, but it is necessary in order to make a Reservation and to use the services of Green Apartments. If the Guest wants to receive a VAT invoice, the obligation to provide personal data for the VAT invoice and their scope results from the provisions of the Value Added Tax Act. Failure to provide personal data will make it impossible to issue a VAT invoice.

**8.** If the Guest participates in a group stay or has made a Reservation for a stay via an external booking portal, the Personal Data necessary to complete the stay has been provided to the Administrator by the organizer of the group stay or the operator of the external booking portal. Usually these are identification and contact details as well as information about the purchased or booked service.

**9.** Green Apartments entrusts its service providers (Data recipients) with certain services. For this reason, it may be necessary to disclose Personal Data to the extent necessary for a given service to entities cooperating in the provision of hotel services, entities providing postal, courier, IT services (including System support), hosting, mailing services, security, legal, payment, banking or marketing services. The recipient of Personal Data in the Reserva-

tion process in the System is the operator of the Dotpay.pl online payment system. Personal Data may be disclosed to the Administrator's insurer if it is necessary for the liquidation of the claim. If the Guest participates in a group stay, Personal Data may be disclosed to the organizer of the group stay, and if the Guest has made a Reservation for the stay via an external booking portal, the details of the stay, including complaints, may be disclosed to the operator of this portal. Personal Data may be made available to competent public authorities if required by applicable law.

**10.** As a rule, Personal Data will be stored until the expiry of the limitation period for any claims related to the performance of the contract concluded by the Guest with the Administrator. Personal data processed on the basis of consent or to implement the legitimate interests of the administrator will be processed until the consent is withdrawn or an objection is raised, unless there is another basis for processing. If the Guest participates in the Administrator's loyalty program or uses the benefits of the loyalty program, Personal Data will be processed for the duration of the participation in the loyalty program and until the expiry of the limitation period for claims. Personal Data contained in accounting documents will be kept for the period required by law.

**11.** Guests have the right to:

- a) request access to their Personal Data, and the right to demand their rectification, deletion, limitation processing, as well as the right to transfer data;
- b) object to the processing necessary for purposes arising from legitimate interests, implemented by the Administrator;
- c) object to the processing of Personal Data on direct marketing needs;
- d) to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, if consent is the basis for processing.

**12.** The above rights can be exercised in particular by submitting them to the delivery address of Green Apartments or via the e-mail address: [rodo@green-mountain.pl](mailto:rodo@green-mountain.pl).

**13.** Guests have the right to lodge a complaint with the supervisory authority.

**14.** The guest should immediately inform Green Apartments about the change of their Personal Data.

## § 12 ADDITIONAL PROVISIONS

**1.** Green Apartments has a recreational character. Therefore, in Green Apartments, there is a curfew from 10:00 p.m. to 6:00 a.m. the next day. Guests should use the services of Green Apartments in a way that does not affect the quiet of the night, and with respect for the right to peaceful rest of other Guests. Guests should immediately report to the Reception that any disturbance of the quiet hours by other Guests should be possible, so that Green Apartments staff can react. Green Apartments may refuse to continue providing hotel services to guests violating

the curfew despite the intervention of Green Apartments employees. Such persons are obliged to immediately comply with the requests of Green Apartments, settle the amount due for the existing services, pay for any damage and leave Green Apartments. If, due to the inconvenience caused by the Guest's violation of the curfew, Green Apartments lowers the price of stay to other Guests as a result of their complaints, Green Apartments, acting on the basis and within the limits of generally applicable law, may claim compensation or recourse from the Guest who violates the curfew.

**2.** Children up to 4 years old stay free of charge. In this case, children do not receive bed linen or towels. They also do not have a separate sleeping place.

**3.** Green Apartments accepts the presence of pets. Pets are allowed on the premises of Green Mountain Hotel \*\*\*\*\* for an additional fee in designated areas: Apartments and the Lobby Coffee Bar. The condition for the possibility of pets staying at Green Apartments is prior notification of this fact at the time of making the Booking and confirmation of reading the Regulations for staying with animals, constituting Appendix 2 to the Regulations. The owner of the animal is obliged to keep it in such a way that it does not pose a threat to other Guests, staff and other people. The Guest is obliged to remove any impurities left by the animal on the premises of Green Apartments and around Green Apartments. In the case of introducing unreported animals to Green Apartments by the Guest or by the Guest's visitors, the Guest - apart from the fee referred to above - may be charged a fee of PLN 500.00, for costs related to cleaning and de-aromatization of the apartment, unless the costs of removing the effects of such an animal's stay in the apartment are higher.

**4.** On the premises of Green Apartments there are paid parking spaces in an unguarded car park, and on the premises of Green Mountain Hotel \*\*\*\*\* there are paid parking spaces in a guarded car park. The number of parking spaces in a given category is limited and prior reservation is required. In the absence of the required reservation, Green Apartments does not guarantee the availability of the selected category of parking space. The car park regulations are available before entering each car park, at the Reception, and on the website [www.green-apartments.pl](http://www.green-apartments.pl).

**5.** After booking a parking space by the Guest, Green Apartments will indicate a specific parking space. The guest is obliged to park the vehicle only in the designated place.

**6.** Using the services of Dr Irena Eris Beauty Partner Salon, SPA & Wellness Zone and Swimming Pool Zone requires prior acceptance of the relevant regulations available in the above-mentioned points.

**7.** Pursuant to the Act of November 9, 1995 on the protection of health against the consequences of the use of tobacco and tobacco products, smoking is prohibited on the premises of Green Apartments. All apartments are also banned. If the above prohibition is not respected, the Guest may be charged a fee in the amount of PLN 500.00 for the apartment de-aromatization.

**8.** For loss or failure to return the access card to the apartment lock after the end of the stay, the Guest may be charged a fee in the amount of PLN 50.00, for the cost of producing a new access card.

**9.** For safety reasons, it is forbidden to possess, store or use dangerous goods in the area of Green Apartments, with particular emphasis on the apartments, weapons, ammunition, flammable, explosive or illuminating materials, including artificial fires (fireworks).

**10.** Guests are not allowed to use devices and objects that may cause a risk of damage to the property of Green Apartments and other Guests, in particular devices that may cause fire or flooding. Due to the fire protection requirements, it is forbidden to cover or disable smoke detectors.

**11.** It is forbidden to step on lowered windowsills. Windows with lowered sills do not constitute balcony doors.

**12.** It is forbidden to conduct canvassing and door-to-door sales as well as gambling activities in Green Apartments.

**13.** The guest should not cause unpleasant odors to come out of the apartment, disturb in any other way, harm or irritate other guests.

**14.** Apart from a slight rearrangement of furniture and equipment that does not affect their functionality and safety of use, Guests are not allowed to make any changes to the apartments or their furnishings.

**15.** It is allowed to use kettles and other devices that are included in the equipment of individual apartments in the apartment.

**16.** In Green Apartments buildings, it is forbidden to use roller skates, roller skates, skateboards, bicycles, scooters and other personal transport devices, as well as the use of drones.

**17.** The court competent to settle disputes between the Guest and Green Apartments is the common court, specified in the provisions of generally applicable law.

**18.** The Regulations apply from September 1, 2020.

## MANAGEMENT GREEN APARTMENTS

Attachments:

No. 1 - parking regulations

No. 2 - regulations for staying with animals