

# General Terms and Conditions for the Shuum Boutique Wellness Hotel

## 1. Scope

1. These General Terms and Conditions bind all persons who stay in the Shuum Boutique Wellness Hotel at ul. Kościuszki 17, Kołobrzeg.
2. These Terms and Conditions govern the provision of services, liability of the Guests and the Hotel and principles of stay at the Hotel.
3. These Terms and Conditions are available at the reception desk, Hotel Guide in the hotel room as well as the Hotel website on [www.shuumhotel.pl](http://www.shuumhotel.pl)
4. The Guest accepts these terms and Conditions by making a booking, payment of an advance or total amount due for stay or signing the guest registration card.

## 2. Check-in and check-out time

1. Guest rooms are rented per day. Check-in time is from 04.00 pm and check-out time is 12.00 pm on the following day.
2. Unless the Guest states otherwise, it is understood that the guest room is rented for one day.
3. The room cannot be made available to any third party even if the period of stay for which a payment has been made is not yet over.
4. The wish to extend a stay should be communicated to the reception desk no later than until 10.00 am on the day preceding check-out. Extension is subject to availability of hotel rooms.
5. The check-out time can be extended until 07.00 pm subject to a 50% charge calculated on the basic rate. Room occupancy after 01.00 pm is considered an extension of the check-out time.

## 3. Hotel service

1. The Hotel provides services pursuant to its defined category and standard.
2. The Hotel provides the following free of charge services: information relating to stay and travelling, wake-up call, safekeeping of valuables at the reception desk and luggage storage for Hotel Guests.
3. The Guest is taken care of by the Hotel reception desk (ext. 100) and Guest Service Manager.

## 4. Hotel car park

1. The Hotel offers parking spaces to Guests.
2. The use of car park facilities is subject to a charge. Information about current car park rates is available at the car park attendant or the reception desk.
3. Car park spaces are rented per day. Check-in time is from 04.00 pm and check-out time is 12.00 on the following day.
4. Due to a limited number of car park spaces the Hotel cannot guarantee availability to every Guest.
5. Guests may wish to book a car park space for the period of their stay subject to availability on a first-come-first-served basis.
6. Any wish to extend a car park booking should be notified to the reception desk no later than 10.00 am on the day before check-out. The Hotel shall extend the car park booking subject to availability.
7. Extension of car park booking is subject to a charge. Current car park rates are available at the car park attendant or the reception desk.

## 5. Booking and check-in

1. A Guest can register at the Hotel subject to an identification with a photograph of the holder and signing a Guest Registration Card. Please be informed that identification documents of our Guests are neither scanned nor photocopied.
2. The Hotel reserves the right to pre-authorise the Guest's credit card or collect a cash deposit up to the amount due for the total period of stay.
3. Should the Guest cancel a booking after the check-in the Hotel will make no refund.
4. The Hotel may refuse a booking to a Guest who grossly infringed the Hotel Terms and Conditions during their previous stay.
5. The Hotel may refuse a Guest who is under the influence of alcohol, abusive substances or showing aggressive verbal or physical behaviour.

## 6. Liability of the Hotel

1. The Hotel accepts liability for loss or damage to property brought on the premises of the Hotel by Guests who use Hotel services

within the scope as provided for by relevant provisions of the Civil Code.

2. The Hotel accepts liability only for property entrusted for safe keeping.
3. The Hotel reserves the right to refuse to accept for safekeeping property of considerable value, large amounts of money, items being a threat to security and safety, and oversized objects.
4. The Hotel accepts no liability for loss or damage to Guests' vehicles which were parked outside the Hotel premises. The Hotel accepts no responsibility for goods left in cars in the Hotel car park.

### **7. Liability of the Guests**

1. Children under 12 years old will be under constant care of their legal guardians. Legal guardians will be held liable for loss or damage to property caused by children.
2. Conduct of Guests using services of the Hotel should not disturb the peace and quiet of other Guests. Violation of this regulation may result in refusal to provide further services to such a Guest.
3. The reception desk should be informed about any damage without undue delay (ext. 100).
4. The Hotel Guest will be held fully liable for any loss or damage to Hotel furniture, furnishings, facilities or technical amenities suffered as a result of the Guests' fault or by fault of persons who visit them. The Hotel reserves the right to debit credit card of the Guest for damage also after the check-out.

### **8. Guest Room**

1. Hotel quiet hours are between 10.00 pm and 07.00 am.
2. Minibar items are sold at rates listed in the pricelist displayed in the hotel room. Mineral water available outside the minibar is included.
3. Dangerous goods, such as weapons, inflammable materials, explosives or materials causing irritation must not be kept in the Hotel room.
4. Due to fire safety objects which are not furnishing of the room must not be kept in the room. This provision does not apply to chargers or adapters for electronic devices.
5. Any re-arrangement of the hotel room furnishing or furniture needs to be agreed with the reception desk.
6. Guests are not permitted to take any furnishing or furniture of the hotel room outside the premises of the Hotel.
7. Guests' visitors may stay at the Hotel between 07.00 am and 10.00 pm.
8. Having visitors who are not registered as Hotel Guests after 10.00 pm will be understood as permission to register such visitors as Hotel Guests against a charge. A visitor will be registered as a Guest against a charge at current pricelist available at the reception desk.

### **9. Left items**

1. Left items will be sent to the Guest's address indicated by the Guest upon earlier payment of postage by the Guest.
2. In case the Hotel receives no information concerning left items, such items will be stored at the Hotel for the period of two months and, after the expiry of such a period, such item will be donated to a charity or a non-profit organisation. Food will be stored no longer than 24 hours.

### **10. Complaints**

1. The Guest has the right to make a complaint in case they notice any fault by the Hotel concerning provision of services. The complaint should be made as soon as they become known.
2. All complaints need to be communicated to the reception desk in writing.
3. The complaint will be investigated by the Hotel as soon as possible, however, should any dispute arise it will be considered subject to relevant provisions of Polish Civil Code.

### **11. Additional provisions**

1. Apart from smoke designated areas the Hotel is smoke-free. Should a Hotel Guest be in breach of this provision, a registered Guest will be charged 600 zł as cleaning costs.

2. The hotel allows the presence of dogs, with an earlier confirmation by reception of the availability of dedicated rooms.
3. No door-to-door sales or canvassing is allowed at the Hotel.

## 12. Information on Personal Data

1. The Administrator of personal data of the Guest is the Dobry Hotel spółka z ograniczoną odpowiedzialnością spółka komandytowa, whose registered address is at ul. Falista 7, 81-331 Gdynia, NIP 5851455878, hereinafter called "the Hotel". The Administrator gives the following contact address: iod@shuumhotel.pl.
2. Personal data of the Guest is processed subject to an agreement for hotel services concluded by and between the Hotel and the Guest. Personal data is processed for the purpose of hotel services or other similar services, which are offered at the request of the Guest. Moreover, personal data of the Guest may be processed by CCTV system operated in the Hotel. The aim of the CCTV system is to protect the Guest as well as other persons who stay in the hotel or in the vicinity of the Hotel.
3. In case the Guest gives personal data concerning their preferences regarding the stay or services, the Hotel is entitled to process said data with the view to improving the service offered by the Hotel or ensuring the comfort of the Guest or extra services rendered to the Guest. This provision applies also to processing sensitive data. The legal ground for processing personal data for this purpose is justified interest of the Hotel (as provided for in Art. 6 clause 1, sub-clause f of EU GDPR). The Hotel assessed the influence of activities undertaken by the Hotel in this regard concerning the privacy of the Guest. Said assessment allowed the Hotel to conclude that processing personal data within the framework of justified interest does not constitute an excessive intrusion into the privacy of the Guest because such a way of processing personal data of the Guest is to improve the quality of Hotel service, which the Guest is to benefit from as the needs of the Guest will be better understood. Hence there is no breach either of the interests or the privacy of the Guest.
4. Personal data of the Guest may also be processed for the purpose of surveys assessing the satisfaction of the Guest with the Hotel service. The legal ground for the activities is the justified interest of the Hotel (Art. 6, clause 1, sub-clause f of EU GDPR). The Hotel assessed the influence of activities undertaken by the Hotel in this regard on the privacy of the Guest. Said assessment allowed the Hotel to conclude that processing personal data within the framework of justified interest does not constitute an excessive intrusion into the privacy of the Guest because such a way of processing personal data of the Guest is to improve the quality of Hotel service, which the Guest is to benefit from as the needs of the Guest will be better understood. Hence there is no breach either of the interests or the privacy of the Guest.
5. The Hotel informs that the requirement to provide personal data within the scope necessary to identify the Guest is both a contractual as well as a statutory requirement (for the purpose of recording a sale-purchase agreement with a VAT invoice). Refusal to provide personal data renders both concluding an agreement with the Hotel and the issue of a VAT invoice impossible.
6. The Hotel informs that each Guest is entitled to an access to their personal data as well as to corrections and updates. Moreover, each Guest is entitled to transfer data, object to the processing, limit processing and to delete personal data should regulations so provide.
7. The Hotel informs that personal data of the Guest shall be stored throughout the period in which hotel service is offered to the Guest, and further throughout the limitation period, including tax and civil claims. Personal data collected and processed by the CCTV system shall be stored for the period of 14 days.
8. The Hotel informs that personal data of the Guest may be disclosed to the following:
  - law firms co-operating with the Hotel;
  - insurance companies co-operating with the Hotel;
  - IT companies and companies providing management support and management of IT infrastructure of the Hotel;
  - courier and post office;
  - travel agencies.
9. The Hotel informs about the right to make a complaint to the relevant body supervising the way personal data is processed.
10. Should a stay in the Hotel be booked by a travel agency or a booking website, personal data of the Guest submitted to the Hotel by said entities may include, in particular, name and surname, date of stay, e-mail address, the Guest's telephone number. Detailed information about the entity which provided said personal data to the Hotel is available at the Reception.