

## BOOKING REGULATIONS

These Booking Regulations specify the rights and obligations of the Hotel and the Ordering Party, including in particular the methods of making a Booking for hotel accommodation services, payment methods and dates, the terms of the Bookings and their cancellation, rules of Personal Data protection. Booking Regulations, Hotel Regulations and Privacy and cookies Policy are an integral part of the contract which the Customer concludes by submitting a Booking at our facility. By accepting the offer and making the Booking at the Hotel, the Customer confirms that he has acquainted with the above Regulations, accepts their provisions and raises no objections to them.

### § 1. DEFINITIONS

**Hotel** - an accommodation facility providing accommodation services based on short and long-term rental of residential units (Rooms) operating under the brand Aparthotel Cracovia Residence, located in 28A Piłsudskiego Street in Krakow, managed by Colorfly Sp. z o. o. Sp. K. at the address in Rakowicka Street No. 6 / LU 22, 31-511 Kraków, Tax Identification Number: PL9452204438, REGON: 366744843, National Court Register Number: 0000667373.

**Hotel Day** - a unit of time covering 24 hours for which residential units (Rooms) are rented, but on the day of arrival (check-in) lasting not earlier than from 3:00 pm, and on the day of departure (check-out) no longer than until 11:00 am.

**Room Night** - renting one Room for one Hotel Day.

**Hotel Guest** – a private person, registered at the Hotel for a period of time (Room Nights) resulting from the Booking made at the Hotel (hereinafter also: Customer).

**Ordering Party** - a private person or a legal person or a unit of local government, government, state, scientific, military or other entity without legal personality who make a Booking of accommodation services in the Hotel for the benefit of Hotel Guests, whereby the Ordering Party may also be a Hotel Guest.

**Reservation** - order of accommodation services submitted directly by the Hotel Guest or by the Ordering Party to the Hotel Guest - accepted and confirmed by the Hotel.

**Group booking** - Reservation made for 10 or more Rooms or for a total of 15 or more Room Nights.

**Booking confirmation** - a written confirmation of acceptance the Reservation sent by the Hotel to the Ordering Party / Hotel Guest. Upon payment made by the Ordering Party / Hotel Guest to the Hotel of the amount indicated in the Booking Confirmation, a contract is concluded between the Ordering Party / Hotel Guest and the Hotel for the accommodation and additional services offered by the Hotel specified in the Booking Confirmation.

**Room** - an independent, separate and equipped residential unit in the Hotel with full sanitary facilities.

**Hotel Regulations** – rules of the house, available at [www.aparthotelcracovia.pl](http://www.aparthotelcracovia.pl), specifying in detail the rules of the Hotel's operation, rights and obligations of Hotel Guests.

**Sales Distributor** - travel agency, online booking agency or any other company or provider that, on the basis of a contract with the Hotel, sells accommodation services to the Hotel.

### § 2. BOOKINGS

1. Reservations can be made at the Hotel in accordance with one of the below mentioned offers.

### **1.1. Standard offer**

- a) It is required to guarantee the Booking by providing payment card details for pre-authorization or a payment in advance of the first Hotel Day value of ordered Room Nights or by any other manner approved by the Hotel.
- b) Free of charge cancellation is available by 6:00 pm one day prior the arrival at the Hotel.
- c) In the event of a cancellation after the deadline indicated in the point 1.1 letter b) - the Hotel is entitled to remuneration in the amount of the value of the first unused ordered Hotel Day.

### **1.2. Non-refundable offer**

- a) It is necessary to pay in advance the amount of the total value of the Booking while making it or within 24 hours of receiving the Booking confirmation at the latest.
- b) In case of cancellation of the Booking or its modification, the prepayment is not a subject to refund.

### **1.3. First Minute offer**

- a) The offer is available when booking at least 60 days before the check-in date.
- b) It is required to make a non-returnable prepayment of 30% of the Booking value during the process of making it or within 24 hours of receiving the Booking confirmation at the latest.
- c) In the case of cancellation of such a Booking 30% prepayment is not refundable.
- d) The remaining 70% of the Booking price is to be paid 14 days before arrival, which then becomes a non-refundable offer and in the event of cancellation or modification after this date, the Hotel has the right to withhold 100% of the prepayment.
- e) In the lack of payment of the remaining 70% by 11:59 pm 14 days before planned check-in - the Booking will be cancelled next day and 30% prepayment will not be refunded.

### **1.4. Group offer**

- a) The Ordering Party will make a prepayment of 30% of the ordered accommodation services within the time indicated on the Booking Confirmation.
  - b) 60 days before the scheduled check-in, the Ordering Party will make another prepayment of 50% of the Booking price.
  - c) Free of charge cancellation is possible by 11:59 pm 60 days prior the group arrival at the Hotel. In such a case all prepayments made will be refunded by the Hotel.
  - d) in the event of cancellation after the abovementioned deadline - the Hotel has the right to keep both prepayments for the services ordered.
  - e) The remaining part of the Booking price will be paid within 14 days before the scheduled check-in.
  - f) The Ordering Party has the right to cancel or modify the Booking not exceeding 20% of the Booking value by 11:59 pm 14 days before arrival without incurring cancellation costs.
  - g) in case of cancellation after the deadline mentioned in the point 1.4. letter f) - the Booking becomes a non-refundable offer and in the event of modification or cancellation afterwards, the Hotel shall be entitled to a 100% remuneration for the Booking price.
2. When the order under the Group offer is placed less than 60 days in advance, the payment and cancellation conditions specified in the Booking Confirmation apply.
  3. For all Bookings made under bilateral cooperation agreements between the Hotel and the Ordering Party - the booking and cancellation conditions resulting from these contracts apply.
  4. In the event of making a Hotel Booking through the Sales Distributor's service - the reservation and cancellation conditions available on the website or confirmed by the Sales Distributor apply.
  5. To place an order for accommodation services at the Hotel, the Ordering Party is required to provide:
    - a) date of arrival (check-in) and date of departure (check-out),
    - b) Guests full names and in the case of Bookings under the Group offer: rooming list of participants,
    - c) number of people including the number of children,
    - d) quantity and types of Rooms,
    - e) selected Hotel offer,
    - f) contact details: mobile phone number and e-mail address.
  6. After checking the availability of Rooms and the selected Offer, the Hotel confirms the Booking by sending the Booking confirmation to the Ordering Party, which specifies:
    - a/ date and number of Booking confirmation,
    - b/ Hotel Guests first names and surnames,

- c/ check-in and check-out dates,
  - d/ number and types of Rooms booked,
  - e/ price of reserved accommodation services,
  - f/ method and terms of payment for the services ordered
  - g/ conditions and terms of cancellation,
  - h) Hotel contact details: address, website, telephone number, e-mail.
7. From the moment the Hotel sends the Booking Confirmation - the Booking becomes confirmed and the rental agreement resulting from the Booking Confirmation binding both on the Ordering Party and the Hotel. Unless the Booking Confirmation sent by the Hotel provides otherwise - the reservation and cancellation conditions listed in these Booking Regulations in § 2. points from 1.1 to 1.4.

### **§ 3. GDPR**

1. Personal Data provided during the Booking process - are protected and processed in accordance with applicable law.
2. The administrator of the Personal Data of the Ordering Parties and / or Hotel guests is the company Colorfly Sp. z o. o. Sp. K. with its registered office in Kraków in Rakowicka Street No. 6 / LU 22, 31-511 Kraków, tax identification number (NIP): 945-22-04-438. The processing of Personal Data takes place on the principles provided for in 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 data protection) and laws of May 10, 2018 on the protection of Personal Data (Journal of Laws of 2018, item 1000). Personal Data of the Ordering Parties and Hotel Guests will be processed for the purposes of making a Reservation, providing services, as well as for the purposes of marketing and advertising activities of the Hotel.
3. The legal basis for the processing of Personal Data is the informed consent of the Ordering party and Hotel Guest – in according to the art. 6 clause 1 letter a. of GDPR.
4. Providing Personal Data is voluntary, but it is necessary to use the services of the Hotel. Failure to provide Personal Data will make it impossible to make a Booking.
5. The following personal data will be processed:
  - First name and surname;
  - e-mail address;
  - telephone numbers;
  - credit / debit card details;
  - bank account numbers.
6. Personal Data will be stored for the duration of the overnight period, as well as later for marketing purposes, except for the withdrawal of consent by the Hotel Guest or the customer or for the time specified in the law.
7. Hotel Guests and Ordering Parties who provide Personal Data have the right to access their data, receive a copy, correct data, delete data, limit data processing, transfer data, object to the supervisory authority, if the data is processed on the basis of consent - the right to withdrawal of consent at any time (withdrawal of consent does not affect the lawfulness of existing processing - all actions taken on the basis of the consent given, they remain legal despite its later withdrawal).
8. The hotel informs that it may refuse to delete Personal Data in particularly justified cases, e.g. when it has an obligation to retain data imposed by the provisions of Polish or EU law or requires it to establish, investigate or defend its claims.
9. The Hotel declares that the data of hotel guests and customers will not be processed in an automated manner and will not be profiled.
10. The data of Customers will not be disclosed to external entities, except as provided by law. To exercise their rights a Customer and / or the Ordering Party may contact the Administrator by sending correspondence to the following e-mail: [hotel@aparthotelcracovia.pl](mailto:hotel@aparthotelcracovia.pl).

### **§ 4. PAYMENT METHODS**

The hotel accepts the following payment methods as indicated below:

*Colorfly Sp. Z o o. Sp. Kom ulica Rakowicka 6/LU 22 31-511 Kraków NIP 9452204438 REGON366744843  
Bank Spółdzielczy w Mszanie Dolnej 63 8808 0006 0010 0196 0363 0001*

1. Cash - during the hotel front office opening hours only;  
By transfer to the bank account of the Hotel management company - Colorfly Sp. z o. o. Sp. K.
  - a) in PLN to the bank account: **PL75 8808 0006 0050 0196 0363 0016**, SWIFT / BIC: **POLUPLPR**;
  - b) in EUR to the bank account: **PL05 8888 0006 0050 0196 0363 0015**, SWIFT / BIC: **POLUPLPR**;
2. By electronic means of payment supplied and billed by the following licensed providers:
  - a) Polskie ePłatności S.A. company based in Tajęcinie nr 113 (36-002), KRS: 0000347131, NIP: 8133611149, REGON: 180523400;
  - b) PayLane Sp. z o. o. company based in Gdańsk (80-387), in 6 Arkońskiego Street, lok. A3, KRS: 0000227278, NIP: 586-214-10-89, REGON: 220010531;
  - c) eCard S.A. company based in Warszawa (00-043), in 7/9/11 T. Czackiego Street, KRS: 0000042304, NIP: 5213103040, REGON: 016341786;
  - d) PayPro S.A. company based in Poznań (60-357) in 15 Kanclerska Street, KRS: 0000347935, NIP: 7792369887, REGON: 301345068 operator of the Przelewy24 service.

#### **§ 5. BOOKING CANCELLATIONS**

1. The cancellation of the Reservation or its part should always be made in writing by sending:
  - a) by e-mail on: [hotel@aparthotelcracovia.pl](mailto:hotel@aparthotelcracovia.pl);
  - b) by texting (SMS) on the mobile: +48 12 307 9006;
  - c) by using WhatsApp on the mobile: +48 12 307 9006;
  - d) via the contact form on the Hotel's website;
  - e) as indicated on the Sales Distributor's website.
2. Reservation cancellation should contain the following data:
  - a) if cancelled in full – data indicated in § 2. point 7. letter a) till point 7. letter c),
  - b) if cancelled in part – additionally quantity of Rooms cancelled.
3. The hotel will immediately confirm the cancellation of the Booking in the manner in which it received the cancellation.
4. Refunds of prepayments made in connection with a cancelled Reservation - are set out in the provisions of § 2. point 1.1. letter b), point 1.2. letter b), point 1.3. letter c), point 1.3. letter d), point 1.3. letter e), point 1.4. letter c), point 1.4. letter d), point 1.4. letter f), point 1.4. letter g) in accordance with these Booking Regulations.

#### **§ 6. FINAL PROVISIONS**

1. The Hotel Guest / Ordering Party is not entitled to withdraw from the hotel service booking agreement, in accordance with art. 38 point 12 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827) ("Act on Consumer Rights").
2. In all matters not regulated and not defined in these Reservation Regulations, the provisions of generally applicable Polish law apply.
3. The Ordering Party / Hotel Guest has the right to lodge a Complaint in writing sent by e-mail: [hotel@aparthotelcracovia.pl](mailto:hotel@aparthotelcracovia.pl). The Complaint will be considered within 14 days from the date of its receipt by the Hotel, unless its nature or level of complexity requires cooperation of external companies participating in the Booking process as Sales Distributors, bank servicing the accounts of the hotel management company or electronic payment methods providers, and their internal complaint procedures provide otherwise. However, no longer than necessary for the substantive and correct complaint handling process.
4. The hotel declares that it will make every effort to resolve any dispute amicably. However in the absence of such a decision - the competent court will be the court based for the Hotel management company head quarter address.
5. The hotel reserves the right to make changes to these Booking Regulations at any time and without notice, however, for all Reservations accepted before the date of these changes - the provisions of the Booking Regulations as at the date of Booking confirmation apply.

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Iwona Dawidowska  
CEO of Colorfly Sp. z o. o. Sp. K.

Adam Rojek  
manager at the Aparthotel Cracovia Residence.