

General Contract Terms

§ I. Scope of application

- I. These General Terms and Conditions of Contracts (hereinafter referred to as "GTC") apply to Contracts under which the Hotel provides Services to Customers.
- 2. The GTC constitute an integral part of the Agreement, to the extent not regulated by it.
- 3. In the event of discrepancies between the content of the Agreement and the GTC, the provisions of the Agreement shall prevail.

§ 2. Definitions

It is assumed that the following expressions or phrases used in the GTC have the following meanings:

- 1. "Hotel" means Hotel Radisson Blu Szczecin: Szczecin 70-419, Plac Rodła 10, operating as an organizational unit of the company Pazim limited liability company with its registered office in Szczecin, 70-419 Szczecin, Plac Rodła 8, entered into the Register of Entrepreneurs kept by the District Court Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register, under the number KRS 0000148810, NIP: 851-020-83-82;
- 2. "Customer" means a legal or natural person, as well as an entity that is not a legal person with legal capacity, to which the Hotel Offer for Services is addressed.
- 3. "Participant" means natural persons or other entities for which the Client organizes the Event.
- 4. "Services" means the hotel's services, specified in the Offer or the Agreement, including, in particular, accommodation in the Hotel, rental of conference rooms, catering, stay packages, other specified in the agreement, being the subject of the agreement.
- 5. "Additional Services" means additional services not specified in the Agreement provided by Pazim Sp. z o. o. or a Hotel for the Client or Participants of the Event, including, in particular, a mini-bar, telephone, parking, catering, transport, fitness, spa services, laundry.
- 6. "Reservation" means the reservation of the Services specified in the Customer's inquiry confirmed by the Hotel in writing or by electronic means.
- 7. "Event" means a demand reported by the Customer for specific Services within a specified period.
- 8. "Offer" means an individual offer for the provision of Services submitted by the Hotel in writing or by electronic means at the Customer's request.
- 9. "Agreement" means an agreement concluded by accepting the Offer or by negotiating individual terms and conditions of the Hotel's performance of the service.

§ 3 Preparation of the Offer

- I. At the Customer's request, the Hotel will present an individual Offer for the Services specified in the request. The offer is submitted by e-mail or in writing.
- 2. The Offer is valid for 7 days, unless otherwise stated in the Offer, and shall expire if the Customer does not confirm the acceptance of the Offer in the required form within this period. The declaration of acceptance of the Offer should be submitted by persons authorized to represent the Client, by e-mail or in writing.
- 3. In the first electronic or written correspondence addressed to the Hotel, the Customer will designate a person who will be authorized to negotiate the terms of the Offer, including its conclusion and changing its terms.

§ 4. Conclusion of the Agreement

- I. Detailed conditions for the performance of the Service ordered by the Customer (for example: number, standard and unit price of rooms, booking date, etc.) are specified in the Offer.
- 2. The conclusion of the Agreement takes place through the written acceptance of the Offer within the period specified therein by the person / persons authorized to represent the Customer or by the parties concluding a separate, written agreement specifying the mutual rights and obligations of the Hotel and the Customer in the provision of Services for the designated Event.

§ 5. Hotel Rooms

- 1. Check-in begins at 15:00 on the day of arrival, check-out lasts until 12:00 on the day of departure, unless otherwise agreed. In the event of a delay in check-out, the Hotel may request an additional fee in the amount corresponding to the remuneration for the next night.
- 2. The price includes services in accordance with the room description available on the hotel's website: https://www.radissonhotels.com/pl-pl/hotele/radisson-blu-szczecin/pokoje
- 3. If the Customer's demand for the number of rooms increases after the Agreement conclusion date, the Hotel will make every effort to provide the Customer with additional rooms, with the proviso that the Hotel shall not be liable in any way in the absence of such a possibility.

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- 4. If the Hotel, through its own fault, is unable to provide hotel rooms in the number specified in the Agreement, then it will provide accommodation in the nearest hotel of a similar standard, at its own expense. The hotel will also cover the cost of transportation to the substitute hotel.
- 5. The personal list of guests with the date of arrival and departure as well as special wishes of the Customer or guests will be presented to the Hotel in writing or by e-mail at least 7 days before the group's arrival, unless the Agreement stipulates otherwise.
- 6. Special wishes of the Client will be fulfilled as far as possible and after confirmation by the Hotel.

§ 6. Service of the Event

- 1. The Hotel provides the Customer with premises, equipment and service within the scope specified in the Agreement.
- All arrangements for an Event (e. g. extensions to bar opening hours) must be approved prior to the date of the Event.
- 3. The Hotel is entitled to unilaterally change the rooms specified in the Agreement and change other terms of the Agreement if the Customer changes the parameters of the Event significantly after the conclusion of the Agreement, in particular it concerns a change in the number of participants, changes in the menu, changes in the technical support requirements, and also, if it is justified by security reasons.
- 4. Self-catering is not allowed on the premises of the Hotel, unless otherwise agreed in the Agreement.
- 5. Unless the Agreement provides otherwise, the Customer is responsible for obtaining permits and licenses required by law and for paying fees or levies on this account.
- 6. At the Customer's request, the Hotel will arrange technical equipment or other equipment, if possible. In this case, the Hotel may charge the Customer with additional costs that will arise in connection with the acquisition or use of this equipment. The list of additional costs is specified in the Agreement.
- 7. The installation and use by the Customer of his own equipment or fittings, as well as the installation of decorations on walls, floors or ceilings requires the prior consent of the Hotel expressed in a documentary form. Installed or used equipment or accessories must meet the fire protection requirements. The hotel has the right to request appropriate certificates confirming the compliance of the equipment or fittings with the applicable standards.
- 8. The hotel is fully neutral in political and ideological matters. The Customer undertakes that the Event will in no way promote any behaviour or content that, even indirectly, may be perceived as agitation in political or ideological matters.
- 9. The storage of equipment or furnishings brought by the Customer to the Hotel is at the Customer's risk. The hotel is not responsible for the loss or damage of this equipment or fittings, unless the damage was caused by the deliberate fault of the hotel.
- 10. After the end of the Event, the Customer should remove the equipment, decor and packaging brought by him without undue delay. In the event of a delay, the Hotel is entitled to return the items left for storage or disposal at the risk and expense of the Customer.
- II. The customer is responsible for the removal of all waste, including packaging, generated in connection with the implementation of the Event. The hotel is entitled to charge the customer in the event of failure to do so.
- 12. The hotel does not accept and is not responsible for shipments on pallets.

§ 7. Resignations / Acceptable changes

- I. The prices offered to the Customer are applicable when ordering the amount of services at the level specified in the Agreement. In the event that the Customer reduces the number of services ordered by more than 10% and / or changes the date, the Hotel reserves the right to present new terms and conditions of the Offer / Agreement.
- 2. If the Customer's demand for the number of rooms increases after the date of the Agreement, the Hotel will make every effort to provide the Customer with additional rooms, with the proviso that the Hotel shall not be liable in any way if there is no such possibility.
- 3. The Customer may resign from some or all of the Services specified in the Agreement only if the Agreement so stipulates and under the conditions specified therein.
- 4. The terms of resignation from the Services specified in the Agreement shall be applied on a reciprocal basis, which means that the Hotel may also resign from the performance of the Agreement in the same manner as the Client.
- 5. The terms of resignation apply only to the Services, which means that they do not apply to the additional services of third parties ordered by the Customer in such a case, the Customer will be obliged to bear the costs of the execution or readiness to perform such an order.
- 6. If another customer wishes to book the Services within the period of the Customer's booking before the agreed deadline for its free cancellation, the Hotel will ask the Customer in writing for a binding confirmation of the booking within 24 hours. In the case of confirmation of the reservation in the above-mentioned mode, the customer will not be able to cancel it. In the event of failure to confirm the reservation of the Service within the prescribed period, the Hotel may unilaterally cancel the Customer's reservation by submitting to him in writing or electronically, otherwise a declaration of cancellation of the reservation shall be null and void.

§ 8. Payments

- I. The rates of remuneration for the Services are specified in the Polish currency (PLN) as a gross value, which means that they include all applicable taxes and fees, unless the Agreement provides otherwise.
- 2. Unless the Agreement provides otherwise, the condition for the Hotel to provide Services is that the Customer makes a prepayment (advance payment or deposit) in the amount and on the date specified in the Agreement. If the required prepayment is not made within the deadline specified in the Agreement, the Hotel may withdraw from the Agreement.



- 3. Unless the Agreement provides otherwise, the Customer is responsible for all obligations for the provision of Services and Additional Services. The Customer is obliged to make all due payments within the time limits specified in the Agreement.
- 4. If the parties have agreed in the Agreement that the Participants will make certain payments themselves, it is the Customer's responsibility to inform the Participants about it. The Client and the Participant are jointly and severally liable for unpaid liabilities for the Services or Additional Services provided.
- 5. The condition for opening a credit line (deferred payment date) for the Customer is the submission of correctly completed loan application forms and their written approval by the Hotel prior to the conclusion of the speech. If a deferred payment date has been agreed in the Agreement, then the payment of all amounts due should be made within 14 days from the date of issuing the invoice.
- 6. In the event of justified doubts as to the fulfillment by the Customer of the obligation to pay for the services under the Agreement, the Hotel may at any time unilaterally terminate the Agreement in the scope of the deferred payment date and request the Customer to make an advance payment or shorten the payment term paragraph 2 above shall apply accordingly.
- 7. For delayed payments, the Hotel may charge amounts in the amount of the maximum interest for delay referred to in the Civil Code and apply for reimbursement under § 10 of the Act on Payment Terms in Commercial Transactions.
- 8. In the event of an unforeseen and significant increase in the costs of performing the Services, caused in particular by a change in the amount of public levies, prices of goods or limitations in deliveries, which occurred in the period between the conclusion of the Agreement and the date of performance of the Service, the Hotel may increase the rates of remuneration in line with the increase in costs, provided that the period between the conclusion of the Agreement and the date of the Event is not less than 3 months. The Hotel is obliged to notify the Customer no later than within 3 working days from the date of becoming aware of the increase in the costs of the Services. The Customer, in the event of not accepting the increase in costs, may withdraw from the Agreement within 5 days of receiving the notification. The notification of the increase in costs and the declaration of withdrawal from the Agreement should be submitted in writing.

§ 9. Responsibility

- I. The Hotel is liable to the Client only for damages caused by willful misconduct or gross negligence of the Hotel resulting directly from the breach of the terms of the Offer / Agreement.
- 2. The hotel is liable on the basis specified in sec. I above also for acts or omissions of persons with the help of whom it provides services.
- 3. The hotel is liable for the damage caused only to the extent of actual losses.
- 4. The hotel is not responsible for the provision of services that it is not an organizer or contractor.
- 5. The Hotel is not responsible for the suitability for consumption of food taken from the Hotel by the Customer or Participant after the end of the Service or Event.
- 6. Any complaints regarding the services provided should be submitted in writing immediately, no later than 3 days from the date of becoming aware of the event justifying the hotel's liability.
- 7. The Customer is responsible for any damage caused by the Participants and other persons who participate in the organization of the Event or in the Event on the part of the Customer. The Customer's responsibility also applies to the obligation to provide compensation in the event of a breach by the above-mentioned persons of the hotel's personal property in the form of reputation, image or good name. The Hotel may require the Customer to confirm third party liability insurance for the Event.
- 8. The use of the hotel infrastructure or services by the Client or Participants must comply with the applicable law, the principles of social coexistence and the hotel's internal standards or procedures.

§ 10. Termination of the Agreement

- 1. The Hotel may terminate the Agreement at any time without notice in the following cases:
- 1) in the event of circumstances beyond the control of the Hotel that prevent the provision of the agreed Services,
- 2) in the event of a justified suspicion that the purpose of the Event may violate the law, disrupt the order or normal functioning of the Hotel, as well as threaten its reputation,
- 3) in the event of non-performance of the provisions of this Agreement.
- 2. The Hotel is entitled to discontinue the provision of Services or Events at any time with the right to full remuneration, if the behaviour of the Customer, Participants or other persons who on the part of the Customer participate in the organization of the Event or in the Event threatens the safety, violates the law or the Agreement, rules social coexistence, image, reputation or good manners or standards in force at the Hotel.

§ II. Duty of due diligence

1. The hotel declares that it fully complies with all local fire and safety regulations. The hotel carries out regular inspections of its technical installations and customer protection procedures to ensure the highest level of safety and hygiene.

§ 12. Force Majeure

I. In the event of force majeure, understood as circumstances beyond the control of either Party, including, but not limited to, any events caused by natural forces, fires, floods, unfavourable weather conditions, epidemics, outbreaks of war, military operations, acts of terrorism, riots, civil war, revolution, blockade, embargo, strike, lockout, demonstration, actions of the authorities related to the above, each Party has the right to suspend this Agreement until the cessation of circumstances constituting force majeure. However, each Party will make every effort to mitigate the effects of such circumstances constituting Force Majeure, including agreeing on alternative solutions.



- 2. If either Party becomes aware of the existence or possibility of any circumstances constituting force majeure, it shall immediately notify the other Party in a documentary form.
- 3. If the Hotel has already incurred costs related to the organization of the Event, which cannot be held due to force majeure, then it has the right to charge the Customer with these costs.

§ 13. Intellectual property

1. The Customer is not entitled to use trademarks, brand names, logos and logos or any other information made available, developed or owned by the Hotel or the licensor of the Hotel brand without the prior consent of the Hotel expressed in writing.

§ 14. Assignments

I. The Customer may not transfer the rights and obligations arising from the Offer / Agreement to third parties without the prior consent of the Hotel.

§ 15. Final provisions

- I. The Hotel Offer / Agreement constitutes the Hotel's trade secret, which means that without the Hotel's consent in writing, the Client may not disclose the terms of the Offer / Agreement to third parties.
- 2. Amendments to Agreements require the same form in which the Agreement was concluded to be valid.
- 3. Polish law applies to Agreements concluded on the basis of the GTC.
- 4. In the event of disputes, the Hotel will endeavour to resolve them amicably. If it is not possible to settle the dispute amicably, the court in Szczecin will be competent to settle it.