

General Terms and Conditions for Radisson Collection Hotel, Warsaw

1. Scope

These general terms and conditions ("T&C's") govern the agreement entered into between you and us for our hotel services to be provided to you, on the date(s) set out in the Contract Proposal. The Contract Proposal becomes a legally binding contract when signed by authorised person(s) by both parties.

The Contract Proposal cannot be transferred to a third party without our prior consent and we reserve the right to amend rates and conditions in case of transfer.

2. Definitions

«**Agreement**» means the arrangements for Hotel Services entered into between you and us by way of your timely and written acceptance of our Contract Proposal, by authorised person(s).

«**You**» means the party to which the Contract Proposal is addressed.

«**We, our, us**» means the Radisson Collection Hotel, Warsaw (NADRYST INVESTMENTS Sp. z o.o., with

a registered office in Poland at ul. Grzybowska 24, 00-132 Warszawa, entered in the Register of Entrepreneurs, kept by the District Court for Warsaw, XII Commercial Division of the National Court Register, entry no. KRS 0000611031, VAT number 5223059323, represented by: Stefan Marco Eichhorn – General Manager).

«**Contract Proposal**» means the written Proposal for Hotel Services for your Event and may comprise meeting- and event space rental, food and drinks, overnight accommodation and other services.

«**Event**» means one or more consecutive days specified in the Contract Proposal on which you intend to gather a defined number of persons at our premises, or outside them, for a specific purpose.

«**Hotel Services**» mean the services offered by us for your Event as specified in the Contract Proposal and accepted by you through your timely countersignature of the Agreement (including, but not limited to, guest room accommodation, meeting room and event space rental, equipment, food and drinks and other).

3. Event Facilities

We shall provide you with facilities and related space and equipment as specified in the Contract Proposal. We reserve the right to change the booked facilities for the case of any change of the factual circumstances. This includes, but is not limited to a reduction or increase in the number of delegates attending the Event, a technical issue in the facilities or for health and safety reasons.

You may request us to procure technical and other equipment from third parties on your behalf and you shall not without our prior written authorisation install and/or use any own technical equipment. We may charge you for the power costs which arise through the use of such equipment, and there may be also be a charge related to the connection fee for use of information technology equipment.

Installing and use of non-technical equipment and fitting decoration on walls and ceilings are subject to our prior written consent.

Your own or any third party's equipment is kept in our facilities at your sole risk. We shall not be liable for any loss, destruction or damage to such equipment, except in the case of gross negligence or intentional acts. Equipment brought along must comply with the fire protection regulations. We are entitled to demand an official certificate for this.

After your Event you must remove all equipment without undue delay. You are responsible for disposing of any packaging material or waste in compliance with the statutory provisions.

Any changes in the number of delegates should be communicated to us immediately. If the number increases, we will do our best to accommodate the additional delegates, but this cannot be guaranteed.

Delegate packages are available daily from 08:00 until 17:00 hours. Additional charges may apply if your Event begins or ends outside of these hours. Special arrangements will equally be charged separately.

No food and drinks are to be brought into the hotel or grounds for consumption on the premises, unless otherwise specifically agreed upon you.

The number of participants at the Event should be the same as the number of people for meals.

Your use of our facilities and our Hotel Services shall be compliant with the national and local laws and regulations. All entertainment arrangements (for example: extension of the service hours of the bar) must be confirmed to be approved prior to the date of the Event. Unless explicitly agreed upon otherwise, you are responsible for obtaining appropriate permissions and licenses and payment of applicable fees (for example: license fees for use of music rights, mandatory contribution to social security of artists and other.

4. Guest Rooms

We shall provide you with guest rooms as specified in the Contract Proposal.

Check-in time is from 15:00 on the day of arrival, check-out time is till 12:00 on the day of departure, unless otherwise specifically agreed upon with you. An additional charge may be required in the case of late check-out and is subject to availability on the day. If a delegate leaves before the agreed date of departure, cancellations fees may apply.

Any changes in the number of delegates and guest rooms needed shall be communicated to us immediately. If the number increases, we will do our best to accommodate the additional delegates, but this cannot be guaranteed.

If we are unable to provide guest rooms as confirmed by us, we shall notify you as soon as possible. Alternative accommodation will then be provided at the nearest comparable hotel at our expense. We will also cover the costs for one telephone call and one daily round-trip transportation between the other hotel and us.

5. Cancellations

You shall be entitled to withdraw from the Hotel Services partly or in full – then Cancellation Terms and Conditions specified in the Agreement apply.

We reserve the right to charge you for services delivered by third parties and/or for specially requested services (e.g.: flower decoration, cake, transportation etc.), which need to be cancelled due to withdrawal from the Agreement.

If it has been agreed that you can cancel without incurring costs within a defined period, we are also entitled to cancel the Agreement within this period without any obligation to you.

6. Rates

The rates are offered in PLN and include service charges. Applicable VAT is not included. The rates are subject to reasonable increase by us if unexpected increases in taxes, cost of goods, or limitations of supply outside of our control occur and the period between your signing of the Contract Proposal and the start date of the Event is no less than (3) months.

If you cancel the contracted Hotel Services by more than (25%) we are entitled to reasonably increase the rates specified in the Contract Proposal, regardless of any applicable cancellation charges.

7. Deposit

In the event that a deposit has been requested this must be paid till date specified in the Agreement. Additional deposit payments may be required prior to your Event.

If you fail to make the deposit payment(s), we are entitled to withdraw from the Agreement and to claim compensation for damages equivalent to cancellations charges applicable at that time when the deposit payment was due.

To the extent delegates are requested to settle guest room charges and conference-banqueting fees on an individual basis, we are entitled to request a security deposit in the form of a credit card guarantee or similar from the delegate. If you are requesting credit facilities completed credit application forms are required (21) days prior to the start date of the Event.

8. Payment

You shall pay all fees and charges for Hotel Services as set out in the Agreement. All extra charges incurred by delegates or by you during the Event shall be paid upon departure. If credit is granted and agreed by us, full settlement must be made within (14) days from the invoice issue date, unless otherwise specifically agreed upon with you.

We may charge interest for delayed payment, of (1½%) per month or the maximum interest rate permitted by applicable law if lower.

To the extent individual payment by delegates is agreed, you shall duly inform the delegates thereof. You shall be jointly and severally liable for the due settlement of guest room charges and Hotel Services fees on an individual basis, which shall be made upon departure.

9. Hotel's Termination Rights

We are entitled to terminate the Agreement with immediate effect upon written notice to you, if (i) circumstances which are out of our control, make it impossible to render the agreed Hotel Services to you and to fulfil our contractual obligations under the Agreement; and (ii) if we have reason to assume that you have made misleading or false statements about the purpose of the Event and your use of our facilities and Hotel Services would harm or endanger our normal operation or reputation; and (iii) if bankruptcy or settlement proceedings have been initiated against you or a foreclosure decree has been issued in respect of any of your assets.

We shall not be liable to compensate you for any loss or damage incurred as a consequence of our termination of the Agreement hereunder.

10. No Transfer

You are not allowed to assign or transfer the Agreement, nor to sublease the contracted facilities to any third party, including a group company being affiliated with you, without our prior written consent.

11. Liability

We shall solely be liable to you or any delegate for any loss or damage caused by our gross negligence or wilful acts or omissions, except if mandatory strict liability applies pursuant to the applicable law. Any claims made against us shall only be valid, if notified to us immediately upon taking knowledge of the potential for a loss or damage and no later than (1) year after the agreed start date of the Event. This limitation of liability shall not apply in case of bodily injury or death.

You shall be liable to us for any loss or damage to our building and equipment, our personnel, other guests or our brand system or other, if caused by you or any delegate or third party involved in the Event by you. We may request prove of your liability insurance covering the Event to protect us against our exposure to your liability.

12. Law and Jurisdiction

This Agreement is subject to the laws of the country where the hotel is located. All disputes, conflicts and claims arising from or in connection with this Agreement shall be settled amicably between us. Should we fail to reach an amicable settlement, the matter shall be submitted to the competent court at the hotel's domicile

13. Force Majeure

The Hotel will be entitled to cancel, suspend or otherwise amend the event booking in whole or in part as a result of force majeure incident, including but not limited to war, riot, fire, natural disaster, strike, acts and advice of government and health authorities and organizations, terrorism, epidemics, civil disorder and any other cause beyond its control. The Client accepts such amendments to the event booking, will not be entitled to any form of compensation and will in the event of cancellation reasonably cooperate to reschedule the event.



14. Directives on travel package contracts

In the event of booking additional travel services for your trip with us, we are not responsible for the proper provision of the individual travel service. If you have any problems, please contact the respective service provider

In the event of booking additional travel services for your trip with us, following the selection and payment of a travel service, you CANNOT exercise the applicable rights in accordance with the Directive (EU) 2015/2302 for general travel.

However, when booking additional travel services during the same visit to our company or with the same contact, these travel services will become part of the contracted travel services. In this case, we have safeguards prescribed according to EU law for the reimbursement of your payments to us for services that were not provided due to our insolvency. Please note that in the case of insolvency of the respective service provider, this does not effect a reimbursement.