§ 1. GENERAL PROVISIONS

1. These Terms and Conditions set out the rules governing the provision of hotel services, the stay of Guests, and the rights and obligations of the Hotel and Guests at FOREST PARK HOTEL & SPA in Świeradów-Zdrój.
2. The Hotel is operated by FOREST PARK OPERATOR spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw (00-023), at ul. Widok 8, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000994943, NIP (Tax Identification Number) 5252926024, REGON (National Business Registry Number) 523265570. The address for service of documents is ul. Źródlana 6b, 59-850 Świeradów-Zdrój, Poland.
3. These Terms and Conditions are available on the Hotel's website and at Reception.
4. These Terms and Conditions apply to Guests who are consumers and to persons who are not consumers, in particular business entities, subject to mandatory provisions of applicable law.
5. The following terms used in these Terms and Conditions shall have the meanings set out below: "Hotel" means FOREST PARK HOTEL & SPA in Świeradów-Zdrój; "Guest" means a person using the Hotel's services, including a person on whose behalf a reservation has been made; "Reception" means the area designated for Guest services at the Hotel; "Agreement" means the agreement for the provision of hotel services concluded between the Hotel and the Guest in accordance with these Terms and Conditions, the conditions of the specific Offer and the reservation confirmation; "Offer" means a package of services or stay conditions specified by the Hotel, including the price, scope of services, payment terms, and cancellation or modification rules.
6. These Terms and Conditions form an integral part of the Agreement for the provision of hotel services.
7. The specific terms of an Offer, particularly those relating to the price, scope of services, stay dates, payment terms, and cancellation or modification rules, may differ from the general rules set out in these Terms and Conditions. In such cases, the specific terms of the Offer accepted by the Guest shall prevail, and these Terms and Conditions shall apply to matters not covered by those terms.
8. Nothing in these Terms and Conditions is intended to exclude or restrict any rights of the Guest arising under mandatory provisions of applicable law.

§ 2. RESERVATIONS AND CONCLUSION OF THE AGREEMENT

1. Guests may make reservations through the booking system available on the Hotel's website, directly at the Hotel, by telephone, by electronic means, or through other sales channels indicated by the Hotel.
2. Reservations shall be made in accordance with the instructions of the relevant booking system or sales channel, in particular by selecting the stay dates, number of persons, room or apartment type, Offer type, and any additional services.
3. Prices are quoted in Polish zloty (PLN) and, unless the terms of the specific Offer provide otherwise, include VAT.
4. After making a reservation, the Guest shall receive a confirmation containing, in particular, the stay dates, type of service booked, price, and payment and cancellation terms.
5. The Agreement shall be concluded in accordance with the terms of the selected Offer, upon completion of the reservation and, where required, fulfilment of the applicable payment conditions.

6. If the Offer requires payment of a deposit, advance payment or the full stay price, payment of the required amount by the specified deadline shall be a condition for maintaining the reservation, in accordance with the terms of that Offer.
7. Failure to pay the required amount by the deadline specified in the reservation confirmation or the Offer terms may result in cancellation of the reservation without the need for an additional notice to the Guest, where provided for in the terms of the relevant Offer.
8. The rules governing cancellation, changes to the stay dates, shortening of the stay, and settlement of the reservation shall be specified in the terms of the selected Offer. In the event of any discrepancy, the specific terms of the Offer accepted by the Guest shall prevail.
9. Agreements concluded at a distance are subject to the provisions of the Polish Consumer Rights Act. In the case of contracts for accommodation services where a specific date or period of service provision is stipulated, the consumer's statutory right to withdraw from a distance contract does not apply, subject to any rights arising under mandatory provisions of applicable law.
10. If the Offer allows free cancellation up to a specified deadline, the Guest may exercise this option in accordance with the terms of that Offer.
11. The Hotel may refuse to fulfil a reservation if the Guest does not meet the conditions specified in the Offer or if fulfilling the reservation would be contrary to applicable law or safety requirements.

§ 3. HOTEL DAY AND STAY

1. The hotel day begins at 4:00 p.m. on the day of arrival and ends at 11:00 a.m. on the day of departure, unless the terms of the specific Offer provide otherwise.
2. Early check-in or late check-out is possible only with the Hotel's consent and subject to availability.
3. The Hotel may make early check-in or late check-out conditional upon payment of an additional fee in accordance with the Hotel's current price list or the terms of the specific Offer.
4. Any request for early check-in or late check-out should be reported to Reception as early as possible. Submitting a request does not constitute approval by the Hotel.
5. Leaving belongings in the room after the end of the hotel day does not automatically constitute the Hotel's consent to an extension of the stay.
6. The Guest is required to vacate the room by the time specified in the reservation or in an extension agreed with the Hotel.
7. If the Guest fails to vacate the room after the end of the hotel day without prior agreement with the Hotel, the Hotel may charge a fee for extended use of the room in accordance with the applicable price list, provided such a fee has been specified. If no such fee has been specified, the Hotel may seek reimbursement of the actual and justified costs and damages resulting from the unauthorised extension of the stay.
8. If no extension of the stay has been agreed, the Hotel may, in compliance with applicable law, secure belongings left by the Guest and transfer them to Reception.
9. Any shortening of the stay by the Guest shall be governed by the terms of the booked Offer and applicable law.

§ 4. CHECK-IN AND RULES FOR STAYING AT THE HOTEL

1. Check-in requires the presentation of an identity document and, where required by law, the provision of data necessary to fulfil statutory obligations, as well as confirmation of the stay conditions.
2. The Hotel may refuse to check in a person who is unable to confirm their identity in the manner required by the Hotel or applicable law, subject to the rights to which the Guest is entitled under applicable law.
3. Persons who are not registered as Guests may visit a Guest in their room during the hours specified by the Hotel, but no later than 11:00 p.m., unless the Hotel agrees to different arrangements.
4. The Guest is responsible for the conduct of persons invited by the Guest or granted access to the Hotel by the Guest, to the extent provided for by applicable law.
5. The Guest may not make the room available to third parties without the Hotel's consent if this would result in the number of occupants exceeding the limit specified in the reservation or stay conditions.
6. The number of persons staying in a room may not exceed the number specified in the reservation or permitted for the relevant room type.
7. In the event of a serious or repeated breach of these Terms and Conditions, safety rules, the order maintained at the Hotel, or the rights of other Guests, the Hotel may require the Guest to cease the offending conduct immediately.
8. If the Guest fails to comply with such a request, or where the nature of the breach justifies an immediate response, the Hotel may restrict or terminate the provision of services to the Guest to the extent permitted by applicable law.
9. In particular, the Hotel may take the measures referred to in paragraphs 7–8 in cases involving conduct that threatens the safety of persons or property, aggressive behaviour, serious disturbance of other Guests, damage to Hotel property, breaches of fire safety regulations, or other safety rules.
10. The Hotel may refuse to provide services to a person under the influence of alcohol or other substances if their conduct poses a threat, disturbs order, or infringes the rights of others.
11. If the stay is terminated for reasons attributable to the Guest, settlement of the unused portion of the stay shall be carried out in accordance with the Agreement and applicable law.
12. The Hotel may pre-authorise or block funds on a payment card if this is provided for in the reservation terms or agreed with the Guest, in particular as security for outstanding amounts or additional costs.
13. The Guest may receive an invoice in accordance with applicable tax regulations.

§ 5. HOTEL SERVICES, ATTRACTIONS AND WELLNESS AREA

1. The Hotel provides services in accordance with its Offer, the category of the property, and applicable law.
2. The Hotel provides conditions for relaxation and recreation within the scope of the purchased Offer, subject to safety requirements and applicable law.
3. The Hotel takes measures to remedy faults and minimise their effects. If a fault cannot be remedied immediately, the Hotel will, where reasonably possible, take steps to minimise the resulting inconvenience.
4. The Guest's rights arising from non-performance or improper performance of the Agreement remain unaffected to the extent provided for by applicable law.
5. At the Guest's request, the Hotel may provide additional services, including information relating to the stay and travel, wake-up calls, luggage storage, and taxi bookings, subject to availability.
6. Guests may use swimming pools, jacuzzis, saunas and relaxation areas in accordance with the applicable opening hours, rules governing the use of individual areas, and separate regulations.
7. Access to the standard Wellness facilities is included in the price of the stay unless the terms of the purchased Offer provide otherwise.
8. Additional services, in particular SPA treatments, massages, sauna ceremonies conducted by a sauna master, and special events organised by the Hotel, may be subject to separate

charges in accordance with the current price list or the terms of the specific Offer. Information regarding any charges shall be made available to the Guest before the service is used.

9. The Hotel reserves the right to temporarily change the opening hours, rules of use, availability or scope of individual services, attractions and areas of the Hotel, in particular for technical, sanitary, safety, maintenance, organisational or weather-related reasons, or in connection with the organisation of events.
10. The Hotel may temporarily restrict or suspend access to a particular attraction or part of its facilities for technical, sanitary, safety, maintenance, organisational or other reasons beyond the Hotel's control.
11. Information concerning opening hours, attraction schedules, entertainment activities, sauna ceremonies, events and the availability of individual services may change and does not constitute a guarantee that such services or attractions will be available throughout the entire stay, unless the terms of the specific Offer provide otherwise.
12. If the availability of a service or attraction is temporarily restricted, the Hotel will, where reasonably possible, take measures to minimise the inconvenience.
13. Use of the Wellness area is subject to the separate rules and safety instructions applicable in that area. Guests are required to comply with them.
14. Minors may use individual areas and attractions only in accordance with the rules established by the Hotel, including any age restrictions and requirements to remain under the supervision of a guardian, where applicable.

§ 6. GUEST OBLIGATIONS AND LIABILITY

1. Children and persons requiring assistance or care must remain under appropriate supervision. Guardians shall be liable for damage caused by persons under their care in accordance with applicable law.
2. The Guest shall be liable for damage caused to the Hotel through the Guest's fault or through the culpable acts or omissions of persons for whom the Guest is responsible, to the extent provided for by applicable law.
3. The Guest must immediately notify Reception of any damage, malfunction or other incident that may affect the safety of persons or property.
4. The Hotel may seek reimbursement from the Guest for the actual, justified and documented costs of repairing damage or restoring property to its previous condition, where the damage was caused through the fault of the Guest or a person for whom the Guest is responsible.
5. The costs referred to in paragraph 4 may include, in particular, repairs, replacement of damaged equipment, professional cleaning, laundry, disinfection, odour removal, removal of excessive dirt and, where directly related to the damage, other justified costs incurred by the Hotel.
6. In the event of a breach of these Terms and Conditions, the Hotel may require the Guest to cease the breach and, in cases permitted by law, may restrict or terminate the provision of services.
7. When leaving the room, the Guest should ensure that the doors and windows are closed and leave the room in a condition consistent with normal use.
8. In the event of loss or failure to return a key card, key or other item enabling access to the room, a fee corresponding to the actual and justified cost of its replacement or reproduction may be charged in accordance with the Hotel's current price list.
9. The consumption in the Hotel's common areas of alcoholic beverages not purchased from the Hotel is prohibited unless the Hotel has given prior consent.
10. In the event of a breach of the prohibition referred to in paragraph 9, the Hotel may charge the Guest for actual and justified costs associated, in particular, with intervention, restoring order, cleaning or removing the consequences of the breach, in accordance with the applicable price list if it has been made available to the Guest, or on the basis of costs actually incurred.
11. Irrespective of the above, the Hotel may seek compensation for actual damage under the general rules of law if the damage resulted from the breach.

12. Bringing sports equipment, in particular bicycles, skis and snowboards, into rooms is prohibited unless the Hotel has designated a specific storage area or granted permission.
13. If equipment is damaged or excessive dirt is caused in connection with bringing in or using sports equipment, the Hotel may seek reimbursement of the actual and justified cleaning or repair costs.
14. Guests must not behave in a manner that disturbs the peaceful stay of other persons. In particular, excessive noise, disruptive odours, conduct that threatens safety or property, and any other actions infringing the rights of other Guests are prohibited.
15. The Guest must use the room furnishings, equipment and Hotel facilities in accordance with their intended purpose, instructions and safety rules.
16. The Guest shall be liable for the consequences of using Hotel equipment or facilities contrary to their intended purpose or applicable rules, where such consequences arise through the Guest's fault.
17. The Hotel may use pre-authorisation or another agreed payment security measure for additional services, provided that this has been communicated to the Guest in advance.
18. If the Guest culpably causes the need for intervention by emergency services, Hotel staff or external entities, the Hotel may seek reimbursement of the actual and justified costs incurred, where permitted by applicable law.

§ 7. HOTEL LIABILITY

1. The Hotel shall be liable in accordance with generally applicable law, in particular the provisions of the Polish Civil Code governing the liability of persons operating a hotel or similar establishment for profit.
2. The Hotel shall be liable for the loss of or damage to items brought in by the Guest to the extent and on the terms specified in the Polish Civil Code.
3. The Hotel's liability for the loss of or damage to items brought in by the Guest is subject to the limitations provided for in the Polish Civil Code, particularly with regard to the amount of liability and the circumstances in which such liability may be excluded or limited.
4. Any limitation or exclusion of the Hotel's liability shall apply only in cases permitted by applicable law.
5. The Guest should notify the Hotel without delay of any loss of or damage to belongings and of any other circumstances that may affect the scope of the Hotel's liability, in accordance with applicable law.
6. Motor vehicles and items left inside them are not covered by the Hotel's liability for items brought into the hotel within the meaning of the Polish Civil Code.
7. Use of the Hotel car park does not constitute the conclusion of a vehicle storage agreement or the assumption by the Hotel of custody of the vehicle or items left inside it, unless a separate agreement or the circumstances clearly indicate otherwise.
8. Any liability of the Hotel for vehicles or items left inside vehicles may arise from a separate agreement or other applicable provisions of law.
9. The Hotel shall not be liable for interruptions, delays or restrictions in the provision of services resulting from circumstances for which the Hotel is not responsible, to the extent permitted by applicable law.
10. If circumstances referred to in paragraph 9 arise, the Hotel will, where reasonably possible and taking into account the nature of the event, take reasonable steps to minimise their effects.

§ 8. ITEMS LEFT BEHIND

1. Items left behind by a Guest after departure shall be secured by the Hotel and stored in accordance with the applicable laws governing found property.
2. Where the nature or characteristics of an item, or safety considerations, require immediate action, the Hotel shall proceed in accordance with applicable law and safety rules.

3. At the Guest's request, the Hotel may arrange for the item to be sent to a specified address. The cost of shipment shall be borne by the Guest unless applicable law or the circumstances of the particular case provide otherwise.
4. The Hotel does not accept responsibility for items whose characteristics make their safe storage impossible, to the extent permitted by applicable law.
5. The Hotel shall not be liable for delays in or the inability to ship items resulting from the nature of the items, applicable law, the actions of the carrier or other circumstances for which the Hotel is not responsible.

§ 9. COMPLAINTS

1. The Guest has the right to submit a complaint if hotel services have not been performed or have been improperly performed.
2. Complaints may be submitted:
    - at the Hotel Reception;
    - in writing to the Hotel's address for service of documents;
    - by email to: recepcja@forest-park.pl.
3. To facilitate the handling of a complaint, the Guest is advised to provide the stay dates, the nature of the complaint, the circumstances of the incident and contact details.
4. The absence of the information referred to in paragraph 3 shall not, in itself, deprive the Guest of any rights arising under applicable law.
5. The Hotel shall consider the complaint without undue delay and respond within 30 days of receiving it, unless specific legal provisions prescribe a different deadline.
6. If additional information or documents are required to consider the complaint, the Hotel may ask the Guest to provide them.
7. Submitting a complaint does not restrict the Guest's statutory rights, in particular the right to pursue claims in accordance with applicable law.

§ 10. OUT-OF-COURT DISPUTE RESOLUTION

1. A Guest acting as a consumer may use out-of-court consumer dispute resolution methods, in particular assistance from a municipal or district consumer ombudsman and procedures conducted by authorised entities responsible for out-of-court dispute resolution.
2. Information about available out-of-court consumer dispute resolution methods is available on the website of the Polish Office of Competition and Consumer Protection (UOKiK) and from the relevant regional Trade Inspection authorities.
3. The Guest may also use a permanent consumer arbitration court or mediation conducted by the relevant regional Trade Inspection inspector, in accordance with applicable law.
4. The Hotel's participation in a particular out-of-court dispute resolution procedure shall be governed by the rules applicable to that procedure and by applicable law.
5. The European ODR platform is not referred to in these Terms and Conditions because it has been discontinued.

§ 11. ADDITIONAL PROVISIONS

1. Rules are in place throughout the Hotel to ensure that Guests can enjoy a peaceful stay, particularly between 11:00 p.m. and 7:00 a.m.
2. In connection with events, celebrations or other activities organised by the Hotel, these hours may be temporarily adjusted to reflect the nature of the event. Guests shall be informed of such changes.
3. Regardless of the designated quiet hours, Guests must behave in a manner that respects the peace, safety and rights of others.
4. Children under 3 years of age may stay free of charge in accordance with the terms of the specific Offer.

5. Conditions concerning cots, bedding, meals and other services for children are specified in the relevant Offer or the Hotel's current price list.
6. The Hotel accepts domestic animals in designated rooms and subject to the rules established by the Hotel.
7. The number of rooms designated for stays with animals is limited. Guests must notify the Hotel when making a reservation if they intend to bring an animal.
8. The Hotel may impose restrictions on the number, type, size or other characteristics of animals permitted to stay and may designate areas and premises where animals are permitted or prohibited.
9. Detailed rules governing stays with animals, including fees, may be specified in the terms of the specific Offer, the price list or separate regulations.
10. The owner or person responsible for the animal is responsible for its behaviour and safety and for cleaning up after it. Animals must be handled in accordance with applicable law and the Hotel's rules.
11. The owner or person responsible for the animal shall be liable for damage or excessive dirt caused by the animal in accordance with applicable law.
12. The Hotel may refuse to accept an animal if its presence poses a threat to people or other animals, or if it does not meet the Hotel's requirements.
13. The Hotel has paid, unguarded parking spaces.
14. The number of parking spaces is limited.
15. Use of the car park is governed by separate parking regulations and the current price list.
16. The car park is unguarded. Use of the car park does not constitute a vehicle storage agreement or the assumption by the Hotel of custody of a vehicle or items left inside it, subject to cases in which the Hotel's liability arises directly under applicable law or a separate agreement.
17. Smoking tobacco products, novel tobacco products and electronic cigarettes is prohibited throughout the Hotel, except in areas specifically designated by the Hotel.
18. This prohibition applies to all hotel rooms and any other areas where smoking is prohibited.
19. In the event of a breach of this prohibition, the Hotel may charge the Guest for the actual and justified costs of specialist cleaning and restoring the room or other area to a condition suitable for further use.
20. The costs referred to in paragraph 19 may include, in particular, disinfection, odour neutralisation, laundry, cleaning and other justified measures necessary to remove the consequences of the breach.
21. Materials or items whose possession or use poses a threat to persons or property may not be stored in hotel rooms, in particular explosives, flammable materials or other hazardous items, except for items permitted by law and consistent with safety requirements.
22. Guests may not alter room furnishings or use equipment in a manner that could cause a fire, flooding or any other hazard.
23. The Hotel may seek reimbursement from the Guest for the actual and justified costs of intervention by emergency services, Hotel staff or external entities, as well as the costs of removing the consequences of an incident, where the incident was caused by a culpable act or omission of the Guest or a person for whom the Guest is responsible.
24. Conducting commercial, canvassing, promotional or other profit-making activities on the Hotel premises without the Hotel's prior consent is prohibited.
25. Organising games or betting activities on the Hotel premises is permitted only to the extent consistent with applicable law and with the Hotel's consent, where such consent is required.
26. In the case of Guests who are not consumers, the Hotel's liability may be subject to limitations arising from applicable law and the nature of the Agreement, to the extent permitted by law.
27. In the case of Guests who are not consumers, and to the extent permitted by law, any disputes arising from the Agreement shall be submitted to the court having territorial jurisdiction over the Hotel's registered office.
28. Paragraphs 26–27 shall not apply to the extent that their application is excluded by mandatory provisions of law.
29. These Terms and Conditions shall take effect on 10 August 2026.

30. The Hotel may amend these Terms and Conditions in the event of changes in the law, changes to the scope of services provided, changes to the organisation of the Hotel's operations or other justified circumstances, subject to the rights acquired by Guests under Agreements concluded before such amendments take effect.
31. Amendments to these Terms and Conditions shall not affect the rights and obligations arising from Agreements concluded before the amendments take effect, unless applicable law or the terms of the specific Agreement provide otherwise.

§ 12. PERSONAL DATA PROTECTION AND VIDEO SURVEILLANCE

1. The controller of personal data is FOREST PARK OPERATOR spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw (00-023), ul. Widok 8, KRS 0000994943, NIP 5252926024, REGON 523265570.
2. Personal data are processed in accordance with the Hotel's Privacy Policy and the applicable privacy notices, in particular for the purposes of concluding and performing the Agreement; handling reservations and payments; providing additional services; considering complaints; pursuing or defending claims; ensuring the safety of persons and property; and carrying out other purposes where processing is permitted by applicable law.
3. Depending on the purpose and circumstances, the legal basis for processing personal data shall be the relevant basis under applicable data protection law, in particular Article 6(1)(a), (b), (c) or (f) of the GDPR, and, where special categories of personal data are involved, the relevant basis specified in Article 9 of the GDPR.
4. Detailed information concerning the processing of personal data, including the rights of data subjects, data retention periods, recipients of data and the right to lodge a complaint with a supervisory authority, is available in the current Hotel Privacy Policy and the relevant privacy notices.
5. The Hotel may use data processors acting on its behalf to the extent necessary for the provision of services, operation of IT systems, payment processing, accounting, marketing, hosting, correspondence management or other legally justified purposes.
6. Video surveillance is used within the Hotel and in selected areas to ensure the safety of persons and property and to protect the Hotel's legitimate interests.
7. Areas covered by video surveillance are appropriately marked. Detailed information concerning video surveillance is available at Reception and in the Hotel Privacy Policy.
8. Data subjects may exercise their rights under the GDPR, in particular by contacting: rodo@forest-park.pl.
9. Detailed data processing rules relating to SPA & Wellness services, loyalty programmes and other services governed by separate regulations may be set out in separate privacy notices or documents.