



## HAPPY VALLEY RESORT REGULATIONS

### §1 Subject of the Regulations

1. These Regulations apply to all persons staying on the premises of Happy Valley Resort.
2. The Regulations define the rules for the provision of services, the scope of responsibility of Guests and the Resort, and the rules for staying on the Resort premises.
3. The Regulations are available at the Main Reception, in the in-room guest information folder, and on the Happy Valley Resort website.
4. Confirmation that the Guest has read and accepted these Regulations occurs upon making a reservation, paying a deposit, paying the full stay amount, or signing the registration card.

### §2 Hotel Day

1. Rooms are rented on a daily basis. The hotel day lasts from 4:00 PM to 11:00 AM the following day.
2. A room is considered rented for one day unless the Guest specifies otherwise.
3. Rooms may not be transferred or made available to third parties, even if the paid rental period has not yet expired.
4. Requests to extend the hotel day beyond the originally declared period should be reported to Reception by **10:00 AM** on the day the rental period expires.
5. Happy Valley Resort will consider extension requests subject to availability.
6. Extending the stay is subject to room availability and an additional fee. Information about extension fees is available at Reception.
7. Staying in the room after 11:00 AM results in automatic charging for an additional night, without a guarantee that the room will remain available.
8. Happy Valley Resort may refuse accommodation to a Guest who, during a previous stay, seriously violated the Regulations, caused damage to Resort property, other Guests, or staff, or otherwise disturbed the peaceful stay of other Guests or the operation of the Resort.
9. In the event of overbooking (no room availability) despite a confirmed reservation, Happy Valley Resort is obliged to provide accommodation in another facility of a similar standard at no additional cost to the Guest.

### §3 Services at Happy Valley Resort

1. Happy Valley Resort provides the following complimentary services:
  - a) Information related to the stay and travel
  - b) Wake-up service
  - c) Safekeeping of valuables in the Main Reception deposit
  - d) Luggage storage for checked-in Guests
2. The Resort provides services in accordance with its category and standard.
3. In case of any concerns, Guests are required to report them to Reception as soon as possible to allow staff to respond. Reporting issues at a later time (e.g., only at check-out) may limit the Resort's liability and affect the possibility of compensation.
4. Happy Valley Resort is obliged to ensure:
  - a) Conditions for comfortable rest
  - b) A safe stay, including protection of Guest confidentiality
  - c) Professional service
  - d) Proper technical condition of services; in case of defects, the Resort will make every effort to fix the issue or, if not possible, offer a room change or another solution to reduce inconvenience
5. Use of the SPA, gym, playroom, parking, and other facilities is governed by separate regulations available in those areas.
6. Partial housekeeping service takes place every second day between 09:00 AM and 5:00 PM and includes:
  - a) towel replacement (if left on the floor),
  - b) replenishing toiletries,
  - c) emptying trash bins.
7. Full room service takes place after the fourth night. The scope of service is the same as in §3, point 6, and additionally includes cleaning of the sanitary facilities, cabins, and floors, as well as a complete change of bed linen.
8. Additional on-request housekeeping service is available for 150 PLN. Requests must be made at Reception by 10:00 AM. Requests made after 10:00 AM do not guarantee same-day service.
9. Happy Valley Resort provides free Wi-Fi access. The Resort is not responsible for interruptions caused by technical failures or circumstances beyond its control. Guests must use the Internet in compliance with applicable law.
10. Questions and comments regarding the stay can be directed to the Main Reception (open 24/7, tel. +48 75 751 30 40, ext. 1001–1003). Overall Guest care is the responsibility of the Resort



Director or a designated Manager. Outside their working hours, the Main Reception handles all Guest matters.

11. Bringing outside food or beverages into the restaurant, outdoor terrace, or lobby bar is strictly prohibited.
12. When using buffet meal services, Guests are required to provide their room number

#### **§4 Reservation and Check-in**

1. The basis for a Guest's check-in is presenting a photo ID to the Reception staff and signing the registration card. The Resort informs that Guests' identity documents are neither photocopied nor scanned.
2. The Resort has the right to pre-authorize a credit card or collect a cash deposit up to the total amount due for the entire stay.
3. A guaranteed reservation remains valid until 12:00 PM (noon) on the day following the planned arrival date.
4. A non-guaranteed reservation is valid until 4:00 PM on the day of arrival or until the required deposit is paid.
5. A reservation gains guaranteed status once the deposit has been paid in the amount and within the deadline specified in the reservation confirmation.
6. Failure to arrive at the property will result in settlement of the paid deposit.
7. In the event that a Guest cancels their stay during the hotel day, the Resort does not refund the fee for the started day.
8. Failure to use any service included in the reservation during the stay, as well as shortening the stay, does not result in a price reduction or refund.
9. The amounts shown in the reservation confirmation are given in PLN (Polish złoty). Cash payments in other currencies are not accepted.
10. In the case of bank transfers (especially international ones), the Resort credits the reservation with the amount that actually reaches the account after deduction of all fees and commissions — these are always borne by the Guest.
11. A local city tax is payable additionally on-site at the Resort, in accordance with the applicable City Council resolution.
12. The Resort may refuse to accommodate a Guest who, during a previous stay, seriously violated the Resort's regulations.
13. The Resort may refuse to accommodate a Guest who is under the influence of alcohol or drugs, or who displays verbal or physical aggression.

14. Pursuant to Article 106b(5) of the VAT Act, if a Guest wishes to receive an invoice with a Tax Identification Number (NIP), it must be provided before payment is made. If the required data is not provided before the advance payment is recorded, it will not be possible to issue such an invoice.

### **§5 Liability of Happy Valley Resort**

1. The Resort is liable only for items handed over for safekeeping in the deposit. In all other cases involving loss of or damage to items brought in by Guests, the provisions of the Civil Code shall apply.
2. The Resort reserves the right to refuse to accept into the deposit items of high value, large sums of money, items posing a safety risk, and oversized items that cannot be placed in the deposit.
3. The Resort is not responsible for damage to or loss of a car or other vehicle belonging to a Guest that is parked in an unguarded parking area. The Resort is also not responsible for items left inside a vehicle parked in the parking area. This does not apply if the Guest's vehicle was damaged due to the fault of the Resort or as a result of actions by its employees.
4. A Guest should notify the Reception of any damage immediately after it is discovered.
5. Valuables not deposited at Reception should be stored in the in-room safe. Leaving such items in plain sight, in the event of theft, may be considered negligence and may affect the limitation of the Resort's liability for compensation.
6. Happy Valley Resort is not liable for failure to provide or for limitations in providing services resulting from causes beyond its control, in particular those caused by force majeure, including but not limited to interruptions in utility supplies, technical infrastructure failures, extreme weather conditions, decisions of public authorities, or other events that the Resort could not prevent despite exercising due diligence.

### **§6 Guest Liability**

1. Children under the age of 12 must remain on the Resort premises under the constant supervision of their legal guardians. Legal guardians are financially liable for any damage caused by the children.
2. A Guest bears full responsibility for the conduct of third parties staying on the Resort premises at their invitation, including ensuring that such persons comply with these Regulations and for any damage they cause to the property of the Resort or other Guests.
3. The behavior of Guests and persons using the Resort's services must not disturb the peaceful stay of other Guests. In the event of a violation of this rule, the Resort may refuse to continue providing services to the person concerned.
4. Any damage occurring on the Resort premises must be reported to Reception immediately (tel. +48 75 751 30 40, or by calling from the in-room phone: ext. 1001 or 1003).
5. A Guest bears full financial responsibility for any damage to or destruction of the Resort's equipment and technical facilities caused by their fault or by the fault of persons visiting them.



6. The Resort has the right to charge the Guest's credit card for any damages even after the Guest's departure. The same rule applies if a Guest triggers the fire alarm as a result of vandalism or failure to comply with the no-smoking policy.
7. In the event of a violation of these Regulations or failure to follow staff instructions, the Resort may refuse to continue providing services to the Guest. Such a person is required to immediately settle payment for services provided to date, pay for any damages, and leave the Resort. Such a person is not entitled to a refund for the stay.
8. The Resort has a statutory lien on items brought onto the premises by the Guest in the event of failure to settle payment for services provided.

### **§7 Room**

1. Storing hazardous materials in the room is strictly prohibited, including weapons, ammunition, flammable substances, explosives, or irritants.
2. Any rearrangement of the room's furnishings must be approved in advance by the Resort staff.
3. Guests are not permitted to remove any items belonging to the resort from the premises.
4. Non-registered persons may be present in the resort room as guests between 7:00 AM and 10:00 PM.
5. Presence of non-registered persons after 10:00 PM constitutes consent by the registered guest to pay for accommodating such persons. Charges for each additional person will be applied according to the current rates available at the Reception.
6. Guests are required to ensure that the room door is securely locked whenever leaving the room. Duplicate magnetic key cards may be issued by the Reception upon presentation of the original key card and a valid form of identification.
7. Organizing parties, large social gatherings, or any other assemblies in the rooms is strictly prohibited without prior authorization from the Resort.

### **§8 Left Items**

1. Items left behind will be returned at the Guest's expense, provided the Guest arranges the shipment through a carrier of their choice. The Resort shall not be held responsible for the actions or omissions of the carrier.
2. In the absence of shipping instructions, the Resort will store left-behind items for a period of one month, after which they will be donated to charity or made available for public use.
3. Food items and medications cannot be stored.

### **§9 Nighy Quiet Hours**

1. Guests are required to observe quiet hours between 10:00 PM and 6:00 AM.
2. In the event of disturbing the quiet hours or otherwise interfering with the comfort of other guests, the Resort reserves the right to refuse further service.

### **§10 Safety**

1. Activation of the fire alarm by a Guest may result in an automatic notification to the fire department, which is obliged to dispatch a team to the scene. In the case of an unjustified alarm, the Guest may be charged an additional fee.
2. For fire safety reasons, the use of heaters, electric irons, kettles, and similar devices not provided as part of the room's equipment is prohibited.
3. Hazardous materials, weapons and ammunition, flammable, explosive, or pyrotechnic substances may not be stored anywhere on the Resort premises.
4. For safety reasons, Guests are required to close windows and ensure room doors are properly shut whenever leaving the room.
5. Guests must familiarize themselves with the fire and evacuation instructions provided in rooms and common areas, and strictly follow all instructions given by Resort staff and emergency services.

### **§11 Complaints**

1. Guests have the right to submit complaints if they notice any deficiencies in the quality of the services provided. Complaints should be submitted immediately after the issue is observed.
2. All written complaints are accepted at the Resort Reception.
3. Complaints will be addressed promptly upon receipt by the Resort. In case of disputes, the provisions of civil law shall apply.

### **§12 Additional Provisions**

4. Smoking anywhere on Resort premises (including balconies and terraces) is prohibited except in designated areas. Smoking in a room results in a PLN 500 charge.
5. Solicitation and door-to-door sales are prohibited.

### **§13 Pets**

1. Happy Valley Resort welcomes pets (stay in designated rooms and subject to an additional fee). The presence of a pet must be reported at the time of booking.
2. The fee for a pet stay is 100 PLN per day per animal.
3. For safety reasons, dogs must be kept on a leash in public areas and under the supervision of their owner or an authorized person.
4. Pets are allowed in rooms, while moving through corridors, in the Restaurant, bar, and on the outdoor terrace. Pets are not allowed on furniture, in other areas of the Resort, and in particular: the Wellness & SPA area, the playroom, and the gym.
5. Pets must not disturb other Guests. Owners are responsible for ensuring compliance with Resort rules regarding quiet hours and maintaining peace for all Guests at all times.
6. In case of repeated justified complaints from other Guests, the Resort reserves the right to require the removal of the pet from the premises at the owner's expense.
7. Using hotel linens or amenities, including bed sheets, towels, blankets, and bathrobes, for pets is prohibited.
8. For safety reasons, room cleaning in which a pet is present may only take place in the presence of the owner or while the pet is not in the room.
9. Guests are requested to leave a door hanger on the outside of the room indicating the presence of a pet.
10. Pets may not be left unattended in the room or anywhere on the Resort premises without supervision by the owner or an authorized person. Leaving a pet unsupervised may result in staff intervention, and repeated violations may result in refusal of further stay for the pet at the owner's expense.
11. The pet owner is fully financially responsible for any damage, destruction, or soiling caused by the pet on the Resort premises, including Resort property and property of other Guests. Any damage or soiling requiring additional cleaning will be charged individually to the pet owner.
12. Pet owners are required to clean up after their animals on the Resort premises and surrounding areas.
13. Pet owners confirm that their animals are healthy and do not pose a threat to other animals or people, and that the animal has a valid and up-to-date health record with all legally required vaccinations and deworming. This record must be presented upon request by the Resort, relevant authorities, or affected persons. Owners accept full responsibility for any harm caused by their pet to persons (including Guests, staff, or others on Resort grounds), including bodily injury or health impairment, and release the Resort from any liability in such cases.
14. Failure to inform the Resort Reception about the presence of a pet in the room will result in an additional charge of 300 PLN, plus the standard pet fee.
15. Upon each stay with a pet, the Resort reserves the right to pre-authorize a credit card for 500 PLN to cover potential damages caused by the pet.

### **§ 13 Additional Provisions**

1. Smoking is strictly prohibited on the Resort premises except in designated areas. In case of violation, the Resort reserves the right to charge a fee specified in the regulations, not less than 500 PLN.
2. Conducting solicitation or door-to-door sales on the Resort premises is prohibited.

### **§14 Personal Data Information**

1. The administrator of Guests' personal data is Karkonosze Resort Management Sp. z o.o., based at ul. Dolna 17, 58-580 Szklarska Poręba, NIP 7010916454 (hereinafter: "Administrator"), operating the facility under the name Happy Valley Resort.
2. The Administrator processes Guests' personal data, including name, email address, phone number, stay dates, ID number, vehicle registration number, and information necessary to issue a VAT invoice, for the following purposes:
  - a) conclusion and performance of a hotel services contract (Art. 6(1)(b) GDPR),
  - b) compliance with legal obligations under law, particularly tax and accounting regulations (Art. 6(1)(c) GDPR),
  - c) asserting or defending against claims (Art. 6(1)(f) GDPR – legitimate interest of the Administrator).
3. Video surveillance is used on the Resort premises to ensure the safety of Guests, staff, and protection of the Administrator's property (Art. 6(1)(f) GDPR). Surveillance does not cover restrooms or private relaxation rooms.
4. Data regarding Guests' stay preferences (e.g., accommodation standard or stay organization), if not considered special category data under Art. 9 GDPR, may be processed to improve service quality and ensure comfort. This data is not used for marketing purposes without prior consent.
5. Providing personal data necessary for contract conclusion and legal compliance is mandatory. Failure to provide data may prevent contract conclusion or VAT invoice issuance.
6. Guests' personal data will be stored:
  - a) for the duration of the contract and thereafter as required by law or until any claims expire,
  - b) video surveillance data – for 30 days unless recordings are evidence in proceedings, then until final resolution.



7. Personal data may be shared with entities cooperating with the Administrator under appropriate agreements, including accounting, legal, insurance firms, IT system providers, and entities authorized by law.
8. Personal data is not transferred outside the EU or EEA and is not subject to automated decision-making, including profiling.
9. Guests have the right to access, correct, delete, limit processing, transfer data, object to processing, and withdraw consent to the extent processing is based on consent.
10. Guests may file a complaint with the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw.
11. Inquiries regarding personal data processing can be directed to the Administrator at [repcja@happy-valley.pl](mailto:repcja@happy-valley.pl).

### **§ 15 Final Provisions**

1. In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply.
2. Happy Valley Resort reserves the right to amend the Terms and Conditions. The current version is available at the Resort Reception and on the website.