

TERMS AND CONDITIONS FOR THE PROVISION OF CONFERENCE SERVICES
HILTON GARDEN INN KRAKÓW AIRPORT

§1
General Provisions

1. The provisions of these Terms and Conditions (hereinafter: '**Terms and Conditions**') constitute the general terms and conditions of agreements (hereinafter: the '**Agreement**') for the organization of conference, catering or conference-catering services concluded in connection with conferences, trainings, meetings or other events (hereinafter: the '**Events**') held on the premises of Garden Inn Kraków Airport Hotel run by Kraków Airport Hotel sp. z o.o. in Balice (hereinafter: the '**Hotel**') at the request of the client, who is a party to the agreement concluded with the Hotel (hereinafter: the '**Client**').
2. Whenever the term 'Agreement' appears in these Terms and Conditions, it shall also be understood as any orders placed by the Customer..
3. The Conference Centre means conference rooms located on the ground floor of the Hilton Garden Inn Kraków Airport hotel in Balice, along with rooms used for the use of conference rooms (including corridors).
4. The use of the Conference Center is tantamount to acceptance of the Terms and Conditions and takes place on the terms set out in the Agreement and the Terms and Conditions.
5. The Client shall familiarize all persons and entities who will perform any activities on the premises of the Hotel in connection with the Agreement. In particular, this applies to: exhibitors (in the case of fairs, exhibitions, conferences, etc.) and entities acting on their behalf (including transporting and assembling materials and equipment, bodywork, specialist works, etc.) and oblige them to apply the Regulations. The Client is responsible for the actions and omissions of the persons used in the organization of the Event, as if it were their own.
6. For terms not defined in these Terms and Conditions, the definitions specified in the other Terms and Conditions available on the website indicated in §9 section 1 shall apply.
7. By signing the Agreement, the Client confirms that he has read its content and accepts it without reservation, as well as he accepts the provisions of the Terms and Conditions.

§2
Booking and Cancellation Policy

1. The Hotel provides rooms, suitable space and equipment, in accordance with the Agreement. The Hotel shall have the right to change the ordered premises in the event of a change in the factual circumstances. This applies in particular to reducing or increasing the number of participants in the Event, changing the technical facilities or for safety or health reasons.
2. The expected number of Guests using catering services during the Event indicated in the offer is treated as the minimum guaranteed number (within the period of validity of the offer). The final number of Guests shall be confirmed by the Client in the Agreement, and any changes to this number may take place only in the cases specified in paragraph 5 below or in the case of ordering Additional Services
3. The number of participants in the Event is specified in the contract and shall be equal to the number of people using the catering.

4. The value of individual services provided in the offers or draft contracts/orders presented to the Client is valid only if the number and type of services and the date of their provision are maintained in accordance with the given offer. In the event of any changes, the Hotel shall have the right to verify and update prices (including unit prices of individual services).
5. The Client is entitled to cancel the order or reduce the number of people participating in the Event compared to the number of people specified in the Agreement only if it is explicitly provided for in the Agreement and only on the terms specified therein.
6. Subject to paragraph 4 above, the Client bears the full cost of organizing the Event in each case where the Event did not take place for reasons attributable to the Client.
7. Withdrawal from the contract or limitation of the number of services provided, in accordance with paragraph 5 above, shall be made by submitting a declaration in writing, in documentary form (*according to Art. 77² of Polish Civil Code*) or by sending an e-mail by a person authorized by the Client, indicated in the Contract, under pain of nullity.
8. In order to comply with the withdrawal or cancellation deadlines indicated in the Agreement, the Hotel shall receive the statement before the expiry of the deadline.

§3

Additional Services

1. The Client has the right to place an order for additional services, other than those specified in the Agreement, or to increase the number of ordered services (hereinafter: '**Additional Services**'). The implementation of Additional Services depends on the technical and organizational capabilities of the Hotel.
2. The Client places orders for Additional Services by e-mail. The Hotel informs the Client about the possibility or impossibility of providing the Additional Services and their price. The Client's acceptance of the proposed terms and conditions for the performance of the Additional Services constitutes acceptance of the offer and conclusion of an agreement for the provision of these services. In no case may the conclusion of an agreement in the field of Additional Services take place implicitly, without the express confirmation of the Hotel, on the basis of the order placed by the Client.
3. An increase in the number of booked services is only possible in case of availability. The Hotel shall have the right to refuse additional services due to organizational difficulties.
4. Ordering Additional Services (including during the Event) is possible only if authorized by a person indicated in the Agreement or authorized to represent the Client.

§4

Payments

1. The Client is obliged to pay the amount due for the Event in the form of a prepayment on the basis of a proforma or invoice issued and delivered by the Hotel, in accordance with the terms and conditions specified in the Agreement, by bank transfer to the Bank's bank account indicated in the Agreement.
2. The day of payment is considered to be the day of crediting the Hotel's bank account.
3. Indicating a bank account number other than in the Agreement on the VAT invoice does not oblige the Client to make a payment to the bank account indicated on the invoice.
4. A change in the bank account number does not constitute a change to the Agreement and is made on the basis of a statement made by the Hotel, made in writing under pain of nullity.

5. The Client is obliged to pay the amount due for the Event, in accordance with the payment schedule specified in the Agreement. In the event of late payment, the Client may be charged statutory interest for late payment in commercial transactions (according to the Act of 8 March 2013 on counteracting excessive delays in commercial transactions).
6. In the event that the Client fails to pay individual instalments of the services due within the payment deadline indicated in the payment schedule specified in the Agreement, the Hotel shall have the right to terminate the Agreement with immediate effect.
7. The Hotel is a large entrepreneur within the meaning of Article 4(6) of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

§5

Rules for using the Conference Center

1. The Client is obliged to:
 - a. Use the Conference Center and its equipment in a manner consistent with its intended purpose and with due care;
 - b. familiarize with the Regulations, the Order Regulations of the Hotel and the fire regulations;
 - c. return the Conference Room in the condition in which it was made available – in particular, removal of all decorations, private equipment, private items of conference participants, promotional materials.
2. The Client shall be considered the producer and owner of waste generated by the Client, entities acting on its behalf and participants of the Event, including those created during the Event, and is obliged to remove them in accordance with the applicable local regulations.
3. All activities undertaken by the Client related to the organization of the Event, in particular the installation of decorations and electronic devices, may be performed only with the prior consent of the Hotel expressed in writing. It is forbidden to perform any activities that permanently damage the appearance and structure of the Hall, electrical installation, building structure, such as drilling, fastening elements with nails. In the event of a breach of this paragraph by the Organiser, the Hotel has the right to interrupt the installation.
4. The equipment used by the customer shall meet all safety and fire protection requirements. The Client is obliged to present appropriate safety certificates at each request of the Hotel.
5. The Client is obliged to follow the instructions and commands of the Hotel staff in terms of transport, assembly and disassembly of materials for the Events. The cost of security materials is the responsibility of the Client.
6. The Client is obliged to inform the Hotel about the start and end times of assembly and disassembly no later than 4 days before their commencement. Noise-generating works may only be carried out on the days and times indicated by the Hotel.
7. Unless otherwise provided in the Agreement, the Client is obliged to have the appropriate licenses and rights under the Intellectual Property Law.
8. The Hotel shall not be responsible for any items and materials left by the Client in the Conference Centre, nor is it obliged to store them.
9. Storage of equipment belonging to the Client or third parties in the Hotel premises is at the Client's risk. The Hotel shall not be liable for any loss or damage to this equipment, except in the event that this is due to gross negligence or willful misconduct on the part of the Hotel. The equipment must meet fire protection requirements. The Hotel shall have the right to request appropriate certificates for this equipment.

10. The Hotel is only entitled to provide catering services on the premises of the Hotel. It is forbidden to use private catering, unless otherwise stipulated in the Contract.
11. The Hotel shall not be responsible for shipments addressed to the Client and directed to the Hotel's address. The hotel is entitled to return such shipments if they are not properly described by the sender.
12. The Hotel shall have the right to refuse to allow a participant to participate in the Event if he behaves in a way that poses a danger to other people and property. In such a case, the Client is not entitled to any compensation on this account.
13. It is forbidden to organize events in the Hotel, the nature of which violates the rules of social coexistence or applicable law, including the presentation of content inciting hatred, discrimination, obscene, etc. In such a case, the Hotel has the right to interrupt the Event, and the Client is not entitled to any compensation for this.

§6

Hotel and Catering Services

1. Hotel services are provided in accordance with the provisions of the Terms and Conditions for the Provision of Hotel Services at the Hilton Garden Inn Kraków Airport Hotel, subject to the following provisions.
2. The Client, no later than 10 days before the planned date of arrival of the group, shall provide a detailed list containing the names of all Guests, along with the type and number of rooms and the dates of arrival and departure of each Guests. From the moment of receipt of the detailed list of Guests, any changes regarding the types of rooms and the configuration of accommodation, in particular with regard to the number of beds available in the room, may be made only by the Hotel, taking into account the availability of certain types of rooms at the time of the Client's request to make the change.
3. In the event that the detailed list of Guests sent by the Client contains a smaller number of rooms than the one guaranteed in the Agreement and annexes or additional written confirmations, the Client will pay for the remaining number of rooms in accordance with the terms of the Agreement, taking into account the cancellation policy guaranteed by the Hotel. In the event that the guest list contains more rooms than guaranteed, the Hotel will confirm additional rooms as they are available, in accordance with the rules for requesting Additional Services. The Hotel shall have the right to confirm additional rooms - depending on their types, configuration and availability - subject to the application of a different price than the one guaranteed in the Agreement.
4. In the event that the Client makes changes to the list of Guests sent earlier, the Client is obliged to mark them in a way that is readable to the Hotel. The hotel will not be obliged and responsible for comparing the submitted guest lists with previous versions. In the event of failure to comply with the above obligation by the Client, all doubts will be resolved in favor of the Hotel.
5. When placing an order, the Client is obliged to confirm the menu (at the latest at the time of concluding the Agreement). In the event that the Client does not confirm the selected menu within the stipulated time, the Hotel reserves the right to compose a menu that best suits the nature and budget of the Event.

§7 Liability

1. The Client bears full responsibility for the loss of property, any damage and/or damage caused by the Client, guests invited by the Client (including Event participants and any other persons staying on the premises of the Hotel at the invitation of the Client or participants of the Event) and third parties engaged by the Client, providing services related to the Event. The Client is responsible for the actions and omissions of all persons and entities used by the Client in the organization of the Event, as well as the participants of the Event, as for their own.
2. In the event of damage, the amount of costs charged to the Client will be determined in the damage protocol prepared by the Hotel. If the amount of lump-sum compensation has been determined for a given type of damage in the hotel's regulations, it is binding on the Client. In other cases, if the Parties fail to reach an agreement on the value of the damage, the Hotel will appoint an independent appraiser at the Client's expense to estimate them.
3. The Parties shall not be liable for objective cases of impossibility to perform the Agreement resulting from reasons beyond the control of the Parties, which the Parties could not have foreseen or prevented, such as acts of terror, acts of war, strikes, epidemics, in particular those related to restrictions imposed by public authorities. In the event of force majeure circumstances, the Parties shall conclude an agreement on the possibility of performance and settlement of the Agreement.
4. The Client is also responsible for any violations of the Terms and Conditions.

§8 Personal Data Protection

1. The Hotel processes the personal data of the Client's representatives, necessary for the conclusion and performance of this Agreement, in accordance with the attached information clause, which is an Appendix to the Agreement. The Guests' data necessary to make a reservation and provide the service are processed in accordance with the information clause provided at the time of booking and/or check-in.
2. The party receiving the personal data undertakes to familiarize and train authorized persons with the provisions on the protection of personal data and to oblige them to apply them, as well as to keep the personal data obtained in connection with the performance of the Agreement confidential.
3. The Parties declare that in order to protect personal data, they will apply appropriate measures to secure personal data, adequate to the category of data processed and the degree of risk, protecting in particular the confidentiality and integrity of such data.
4. The party receiving the data is responsible for the processing of data in violation of the provisions of this Agreement, as well as in violation of the legal regulations applicable to the protection of personal data.
5. Each Party is obliged to notify the other Party of any inspection by the supervisory authority in the field of personal data protection, which is at least indirectly related to the processing of personal data related to this Agreement and of any action related to the submission of explanations. This obligation exists even after the expiration or termination of this Agreement.
6. The Parties undertake to cooperate in fulfilling the obligations to respond to the data subject's requests under the provisions of law on the protection of personal data, as well as in the

scope of reporting personal data breaches to the supervisory authority and notifying the data subject.

7. The Party to which the personal data is transferred is obliged to immediately inform the Data Protection Officer of the other Party or another designated person of any incidents and breaches of the security of personal data administered by the other Party.

§9

Final Provisions

1. The regulations are available on the website of:
<https://www.krakowairporthotel.pl/spolka/regulaminy>
2. The Hotel is entitled to make changes to the Terms and Conditions. The amended Terms and Conditions will be made available for information on the website indicated in paragraph 1 above.