

CELESTIN RESIDENCE RESERVATIONS TERMS AND CONDITIONS

§1 GENERAL PROVISIONS

1. Terms and conditions define terms of service, liabilities, and the rules of acceptable conduct during the Guest stay at the premises of Celestin Residence;

and also,

the t /c's constitute the integral part of the accommodation agreement, which is deemed to be legally binding whenever the Guest has signed the guest registration card, or has made a reservation, or has made a payment for the stay in Celestin Residence. When doing so, the Guest will be also deemed to have read, understood and accepted the terms and conditions for using the premises of Celestin Residence.

- Terms and conditions apply to all individuals staying at the premises of Celestin Residence.
- 3. The copies of terms and conditions are available for the Guest interest at the reception, and also, in each room.

§2 HOTEL NIGHT

- 1. The hotel accommodation is rented on the hotel nights basis.
- Check-in time is from 14:00 and check-out time is by 12:00 the next day.
- Late check-outs are available on request subject to room availability and occupancy level. The guest is kindly requested to check with the Hotel's Front Desk by 11:30 on the departure day on availability of late check-out. Free late check-out may be available for the check-outs by 14:00. An extra charge may be incurred for late check-out after 14:00. The extra charge may vary and is established with the reception.
- Celestin Residence reserves the right to terminate the late check-out arrangements in the event of the missing payment for original booking.
- 5. In the event of an early check-out, the Guest shall report this fact with the Hotel's Front Desk by 12:00 on the day, otherwise another hotel night is considered to be started.

§3 BOOKING AND REGISTRATION

- 1. All of the hotel guests are required to present the photographic ID and to sign registration card with the Hotel's Front Desk immediately on arrival in order to comply with the hotel registration policy.
- 2. The subletting or re-letting of the rooms provided as well as use thereof for other purposes than accommodation are strictly forbidden and require the prior written consent of the hotel. Should the hotel not provide you the consent to such subletting or re-letting, this shall not create any right of rescission on the part of the customer.
- 3. People not registered as hotel guests may not visit or stay in a guest's room between the hours of 10 pm and 7 am. After 10 pm Guests should check-in the persons being in his room. Consequently, an extra fee of 130PLN for each unauthorised guest may be added.
- 4. Celestin Residence may refuse to accept a Guest who during a previous visit violated the terms and conditions, in particular through causing the damages to the property, causing injury of other Guests or employees of Celestin Residence.
- 5. As a part of check-in process, Celestin Residence shall request from the Guest the permission to pre-authorise credit card or to pay a cash deposit for the amount of the entire stay. The hotel is NOT charging the Guest's credit card. A pre-authorisation is a security guarantee for payment only. The pre-authorisation fund is not held by the hotel, the company who provide the credit card system or by the authorising bank. The pre-authorisation fund is held on the Guest's card via issuing bank. A pre-authorisation can be held on the Guest's card for a minimum of 10 to 15 working days. Pre-authorisation should be released via issuing bank automatically, if not the Guest will need to contact home issuing bank.
- The status of the guest reservation is guaranteed if payment complies with the terms of the booking policy. Failure to do so may result in cancellation of the booking.
- In the event that the Guests decides to shorten the stay at Celestin Residence, the hotel shall not process a refund for ongoing hotel night.
- The door of each hotel room is operated with individually assigned key card. The penalty of 70 PLN automatically applies whenever the key card has been lost or damaged.

§4 SERVICES

- 1. The services provided by Celestin Residence comply with the governing laws and standards.
- Should the guest wish to pass any comments or concerns with regards to the quality of the offered services, then the hotel kindly requests to report them ASAP with the Hotel Front Desk. Guest feedback is very important to us and should enable us to improve the standard of the services.
- 3. Celestin Residence is obliged to ensure:
- Quiet, peaceful and comfortable enjoyment during the stay for each Hotel Guest;
- Safe stay, including confidentiality of information about the Guest;
- Professional and polite attendance in relation to all the services provided by Celestin Residence;
- That housekeeping and undertaking all of essential maintenance repairs of the appliances and equipment is to be performed in the absence of guests, or in the presence of the Guests if specifically requested;
- the replacement of the bed linen and towels on regular basis and also on guest's request.
- Additionally, Celestin Residence can provide the guests with the following free optional services:
- Essential information relating to the stay and travel arrangements;
- Wakeup calls;
- Luggage storage;
- Taxi booking.



§5 GUEST LIABILITY

- 1. Children under 16 years of age should stay at Celestin Residence under the constant supervision of legal guardians. The legal guardians are responsible for any damage caused by their children. The legal guardians entirely owe a duty of care to their children.
- 2. The guest accepts full liability for any damage of the appliances and equipment in Celestin Residence, arising from his fault or the fault of persons visiting him. Celestin Residence reserves the right to charge the guest's credit card for damages after his departure.
- 3. In case of breaching the terms and conditions Celestin Residence may refuse to provide services to Guest. Such Guest is obliged to immediately comply with the formal demand of Celestin Residence to make a payment for the existing services and/or for possible damages. Consequently, such guest is instructed to leave the residence immediately.
- 4. Having considered the risk and safety regulations each guest is kindly requested to make sure that all of the lights and electrical appliances had been switched off, and also, that all of the water taps and doors are fully closed. In addition, please be advised to make sure that the safety alarm of the entrance door is not sounding.
- 5. In compliance with the risk and safety regulations, smoking is strictly forbidden at the premises of Celestin Residence. Consequently, smoking tobacco or similar products, including electronic cigarettes, as well as, causing fire or fire-related damages to hotel's appliances and equipment are strictly prohibited. Should the guest violate the smoking tobacco and electronic cigarettes regulations the penalty in the amount of 800 PLN is to be charged. In the event of fire alarm activation caused by the guest's misconduct the penalty in the amount of 2 500 PLN is to be charged. In the event where the fire alarm system cannot be manually deactivated and restarted via the personnel of Celestin Residence, the penalty of 5 000 PLN may be applied whenever the assistance of the Fire Brigade is required. The fire alarm system can give a false alarm caused by the steam from a shower or boiling water - please be advised that in such circumstances the penalties as above may be applied as well. Thus, please be kindly advised to make sure that the steam or any other vapours are not aiming the smoke detectors in the room. Additionally, the bathroom door should stay closed and the bathroom extractor fan is switched off, especially whenever the shower is in use.
- 6. In the event of the delayed payment or non-payment for the services provided by the hotel to the guest, the guest's belongings may be secured as a deposit in completion with the governing law.
- 7. The conduct of the guests alongside with their visitors should not infract the statutory right to quiet and peaceful enjoyment that applies to the other guests. Consequently, the representative of Celestin Residence may refuse to continue providing contractual services to a guest that breaches this clause.
- 8. The guest should notify the Hotel's Front Desk regarding any damage, defect or deficiency immediately.
- In case of the staining of hotel's bed lining, especially whenever the staining is permanent or difficult to remove, the guest may be requested to pay a fee in the amount as follows:
- deep staining per towel 50 PLN, per pillowcase or bed sheet 80 PLN, per duvet cover 120 PLN, per duvet 250 PLN;
- permanent staining per towel 70 PLN, per pillowcase or bed sheet 150 PLN, per duvet cover 200 PLN, per duvet 350 PLN.

In the event of damaging the appliances or equipment in guest's room, the guest may be requested to pay a fee in the amount as follows:

glass - 20 PLN, cup - 40 PLN, water carafe - 50 PLN, glass table - 200 PLN, desk - 700 PLN, window glass - 1000 PLN, television - 2000 PLN, telephone - 100 PLN, security safe - 300 PLN, fridge - 550 PLN, coffee set - 350 PLN.

§ 6 LOST, FOUND AND UNCOLLECTED GOODS

- 1. Any personal belongings left in the room by guest will be securely deposited at Celestin Residence for the period of 3 months. Consequently, the guest should be advised to either collect the belongings in person or to organise postage / courier delivery at guest's cost within the period of 3 months.
- 2. Food products are excluded from clause 6.1 and are to be securely deposited for a period of 24 hours only.

§ 7 DISPUTE RESOLUTION

- 1. Any dispute arising out of these general terms and conditions and the services of Celestin Residence shall elusively be submitted to the competent customer care representatives of Celestin Residence.
- 2. All disputes should be issued with the Hotel's Front Desk. Consequently, the disputes are to be thoroughly considered via the Managing Director of Celestin Residence.
- 3. Please be advised to issue your dispute as soon as such dispute arises in order to allow Celestin Residence to deal with the dispute promptly.
- 4. The original polish version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version.

§8 ADDITIONAL PROVISIONS

- 1. The Celestin Residence is completely restricted for the animals. The exception is the guide dog and/or permission by the receptionist. This permission may be issued upon the cash payment of in the amount of 150 PLN per day for one animal.
- 2. If any equipment (solid and moving parts) damage will be made by the guest staying in the room during accommodation period, the charge will be incurred for a sum of money based on the valuation made by the Celestin Residence's staff. In addition, this amount will be increased by two consecutive nights' accommodation according to the price list valid for the day.
- 3. In accordance with the Act of April 8, 2010 with amends regarding the Health Protection Act, is strictly forbidden to use or smoke tobacco inside the facility (§5. Act 5).
- It is forbidden to store in the rooms dangerous goods weapons and ammunition, flammable materials and explosives.
- 5. The guest consents to the storing and processing of personal data in accordance with the Law on Protection of Personal Data (Dz. U. of 2002. 101, Pos. 926, with amends), and also, in accordance with General Data Protection Act dated 25.05.2018 by Celestin Residence for the purposes of the guest's check-in and accommodation in the residence and other services provided by Celestin Residence. The guests have the right to inspect and correct their personal data.
- 6. It is forbidden to behave obscenely within the premises of the Celestin Residence (e.g. causing mischief in common areas). The employee may refuse to continue providing services to a person who breaches this clause.
- 7. It is prohibited to engage acquisition and peddler's trade at the Celestin Residence.
- 8. It is forbidden to make excessive noise in Celestin Residence, cause unpleasant smell, or other things that irritate the other guests.
- 9. Guests cannot take away food or drinks issued or purchased from Dining Room/Bar into the rooms or other areas of Celestin Residence.
- 10. Guests are not allowed to make any changes in the rooms and their equipment.
- 11. Any disputes are governed by the provisions of the Civil Code.



GENERAL BOOKING CELESTIN RESIDENCE

Following document regulates the conditions of making, cancelling, payment and validity of bookings

§1 POSSIBLE WAYS OF BOOKING ROOMS IN CELESTIN RESIDENCE

Booking can be done by:

- a) filling and accepting booking form on www.celestinresidence.pl website,
- b) transferring booking request in written form, by fax or e-mail,
- c) phone
- d) personally, requesting booking at Celestin Residence reception,

After making booking, according to one of procedures listed above, Celestin Residence will send to provided e-mail address or fax number preauthorisation form (preliminary booking confirmation) except in case of procedure "d" listed above.

Necessary condition for making Celestin Residence law binding booking is filling proper form. Booker is obliged to remit amount equal to total cost of reservation. Special booking and payment conditions may apply to special offers.

Guest making reservation in Celestin Residence is obliged to confirm in written form, that provided credit/debit card has not been stolen, was used with the permission of the rightful owner and belongs to the person whose data appears on the card. It means that, while making the payment in Celestin Residence the card was not used by an unauthorised person.

In case of remitting the payment using bank transfer, payment should be done using following Celestin Residence bank account details:

Bank account: Alior Bank SWIFT: A

SWIFT: ALBPPLPW IBAN: PL 68 2490 0005 0000 4530 5949 9628

Reservation will not become guaranteed in case of lack of prepayment or funds on provided credit card. In all remaining and not mentioned above cases, full payment during check in is required.

In order to freely use any additional services offered by Celestin Residence, not listed in point III of this document (open bar, minibar), preauthorisation on credit card or cash deposit equal to possible costs of given services is required.

Cost of all additional services will be based on available at the day of booking price list.

§2 BOOKING CANCELLATION

A. Booking cancellation policy

- 1) Standard Offer:
- a) changes or free of cost cancellation are possible till 1 day before arrival, 12:00 local time
- b) in case of no-show Celestin Residence reserves right to not refund prepayment for the first night of every booked room or charge provided credit card for amount equal to the total cost of first night of every booked room
- 2) Guaranteed Offer:
- a) changes or free of cost cancellation are not possible
- b) in case of no-show Celestin Residence reserves right to not refund prepayment

Additional cancellation policy may apply to special offers.

In order to cancel or change reservation, Guest should contact reception using:

recepcja@celestinresidence.pl

by phone: +48 58 506 56 00 / +48 530 028 058

fax. +48 58 506 56 01

in case of correct cancellation according to rules above, prepayment will be refunded immediately the same way prepayment was done.

Fee for cancellation will be deducted from payment according to rules above or from provided credit card. In order to make cancellation valid, written information is required.

B. Shortening stay

Free of cost of shortening the stay is possible only in case of Standard Offer. In order to shorten the stay free of cost, reception should receive such information before 12:00 local time at they day of requested check out. Request to shorten stay made after 12:00 will not be considered valid. Shortening stay is not possible in case of Guaranteed offer, what means the charge will remain unchanged.



C. Personal information

During the process of making reservation, booker agrees to store personal data in Celestin Residence secured database. Provided data will be used only to complete reservation process and marketing purposed according to rules described in "regulations from 28.09.1997r. about protecting personal data".

D. Acceptance of Terms & Conditions

Making reservation means acknowledging Terms & Conditions, while singing registration card during check-in means accepting and abiding rules according to Celestin Residence Terms & Conditions.

§3 MISCELLANEOUS INFORMATION

Check in starts at 14:00, check out ends at 12:00.

Prices provided in price list are given in gross value.

Celestin Residence reserves right to change and use different price list for periods such as holidays, summer or long weekends.

Provided prices include (except certain offers):

- accommodation in comfortable room with all his amenities,
- visitors' tax,
- luggage room,
- free of charge wireless Internet connection

Children 0-3 years old – breakfast free of charge,

Children 4-12 years old – breakfast 50% of the price,

Children 13-17 years old – breakfast 75% of the price, Adults 18 years old or older – full breakfast price,

Children 0-3 years old - accommodation with no additional charges, baby bed free of charge,

Children 4-12 years old – sleeping with parents in same bed – 50 PLN per night,

Children 13 years old or older – full accommodation price.

Unassisted check in can be done only by at least 18-year-old Guests, confirmed with proper identity card.

Payment for accommodation, including extending stay, should be done at the moment of check in. Any other services should be paid before check-out.

Any complaints should be addressed to:

recepcja@celestinresidence.pl biuro@celestinresidence.pl or phone number +48 58 506 56 00 / +48 530 028 058

§4 PROCESSING OF PERSONAL DATA

Celestin Residence makes every effort to ensure that the personal data of Guest's are processed in accordance with the highest security standards with the general regulation on the protection of personal data of 27 April 2016 (Journal of Laws UE L 119 of 04/05/2016) (hereinafter referred to as GDPR).

- 1) the administrator of Guest's personal data is Celestin Residence ul. Straganiarska 19 80-037 Gdańsk and the owner of Celestin Residence is a limited liability company Sunshine Gdańsk Sp z o. o. with its registered office in Krakow 31 034 ul. Lubicz 9.
- 2) the purpose of processing is:
- a) handling of submitted inquiries pursuant to Art. 6 sec. 1 lit. a GDPR consent of the data subject;
- b) booking a hotel room pursuant to Art. 6 sec. 1 lit. a GDPR consent of the data subject;
- c) performance of a hotel service contract pursuant to Art. 6 sec. 1 lit. b GDPR;
- d) marketing of personal data administrator services pursuant to Art. 6 sec. 1 lit. a GDPR subject to the consent of the person, the data subject;
- e) ensuring the safety of people and property in the hotel and breakfast room through the use of video monitoring
- pursuant to Art. 6 sec. 1 lit. f GDPR.
- 3) personal data will be stored:
- a) regarding submitted inquiries for a period of 30 days;
- b) regarding reservations for a period of 12 months from the date of booking;
- c) regarding the performance of a hotel service contract for a period of 5 years from the end of the year in which the hotel stay took place;
- d) processed for marketing purposes until the consent of the data subject is revoked or the business cause ceases to exist;
- e) in video monitoring systems for 30 days.
- 4) recipients of personal data may be:
- a) an external accounting office;
- b) provider of a hotel booking platform;
- c) companies providing marketing services;
- d) provider of the application for disseminating commercial information;
- e) entities authorized to obtain personal data on the basis of legal provisions.



5) Guest has the right to request the administrator to access personal data, the right to rectify it, the right to transfer data - concerns the purposes resulting from legitimate interests pursued by the administrator or the performance of a hotel service contract,

and to the extent to which the consent has been given - you also have the right to remove or limit processing, the right to object to the processing, the right to withdraw consent at any time.

- 6) Guest has the right to lodge a complaint with the supervisory authority.
- 7) providing personal data is voluntary, however, refusal to provide data may result in:
- a) refusal to provide a hotel service in the case of data processed in order to conclude a hotel service contract;
- b) refusal to book in the case of booking a room, your data will not be profiled.