

REGULATIONS FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS



REGULATIONS FOR THE PROVISION OF SERVICES
BY ELECTRONIC MEANS
at the Hotel Gołębiewski in Mikolajki as part
of the www.golebiewski.pl website.

INTRODUCTION

Gołębiewski Holding sp. z o.o. with its registered office in Ciemne, a branch of Hotel Gołębiewski in Mikolajki introduces these Regulations implementing the provisions of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text: Journal of Laws of 2016, item 1030) and undertakes to comply with them.

§1 General provisions

1. The terms used in these Regulations shall have the following meaning:
 - a. Booking form – an online form provided on the Website, used to book hotel services online,
 - b. Hotel Gołębiewski – hotel operated by the Service Provider in Mikolajki, Mrągowska 34, 11-730 Mikolajki
 - c. Consumer – a natural person performing a legal transaction with the Service Provider which is not directly related to their economic or professional activity,
 - d. Regulations – these regulations for the provision of services by electronic means at Gołębiewski Hotels as part of the www.golebiewski.pl website,
 - e. Online booking – booking of hotel services made in the ICT System, in real time,
 - f. Website – the Service Provider's website available at: www.golebiewski.pl,
 - g. ICT System – a set of cooperating IT software devices for processing and storing, as well as sending and receiving data via telecommunication networks by means of a telecommunication terminal device appropriate for a given type of network, within the meaning of the Telecommunications Act of 16 July 2004 – Telecommunications Law (consolidated text: Journal of Laws of 2014, item 243, as amended),
 - h. Means of electronic communication – technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication at a distance using data transmission between ICT systems, and in particular electronic mail,
 - i. Services provided by electronic means – the performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the Customer, sent and received by means of equipment for electronic processing, including digital compression, and storage of data, which is entirely sent, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004 – Telecommunications Law (consolidated text: Journal of Laws of 2014, item 243, as amended),
 - j. Service Provider – Gołębiewski Holding sp. z o.o. with its registered office in

Ciemne; 05-250 Radzymin, ul. Wołomińska 125; NIP [Tax Identification Number]: 125-173-93-35; REGON [National Business Register Number]: 523380176), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under KRS No.: 00009996308, a branch of Hotel Gołębiewski, based in Mikołajki, Mrągowska 34, 11-730 Mikołajki, phone: 87 42 90 700, e-mail: mikolajki@golebiewski.pl

- k. Customer – an entity using the services of the Service Provider who is a party to a contract for the provision of services, being a natural person, legal person or organisational unit without legal personality, who undertakes to comply with these Regulations. A Customer is also an entity who orders the provision of certain services by electronic means under the terms of these Regulations,
 - l. Act – the Act on the provision of services by electronic means of 18 July 2002 (consolidated text: Journal of Laws of 2016, item 1030), m) Consumer Rights Act – the Act of 30 May 2014 on consumer rights (consolidated text: Journal of Laws of 2014, item 827, as amended),
 - m. Personal Data Protection Act – the Act of 29 August 1997 on the protection of personal data (consolidated text: Journal of Laws of 2016, item 922).
2. The Operator of the Website is Gołębiewski Holding Spółka z ograniczoną odpowiedzialnością with its registered office in Ciemne (company address: ul. Wołomińska 125, 05-250 Radzymin, NIP [Tax Identification Number]: 125-173-93-35, REGON [National Business Register Number]: 523380176), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under KRS No.: 00009996308, a branch of Hotel Gołębiewski, based in Mikołajki, Mrągowska 34, 11-730 Mikołajki, phone: 87 42 90 700, email: mikolajki@golebiewski.pl;
 3. The Customer, before using the services provided by the Service Provider, undertakes to familiarise themselves with these Regulations and declares that they accept their provisions without the need to draw up a separate agreement.

§2 General conditions for the provision of services by electronic means.

1. The Service Provider shall provide services to the Customer to the extent and under the conditions specified in these Regulations.
2. The Customer undertakes to comply with these Regulations.
3. The Customer is obliged to comply with the prohibition on the misuse of electronic means of communication and not to transmit content through or to the Service Provider's ICT System that may disrupt the operation or overload the ICT System, or that violates the rights of third parties, generally accepted social norms, or content that is inconsistent with generally applicable law.
4. The Service Provider reserves the right to carry out maintenance work on the ICT System, which may cause difficulties or make it impossible for the Customer to use the services. The Service Provider shall inform the Customer of any impediments to the use of services at least 24 hours before carrying out maintenance work by posting a relevant message at the www.golebiewski.pl Website.

5. In special cases where the security or stability of the ICT System is at risk, the Service Provider has the right to temporarily discontinue or limit the provision of services, without prior notification to the Customers and to carry out work to restore the security and stability of the ICT System. The Service Provider will inform the Customer of any impediments to the use of services by posting an appropriate message on the Website.
6. The Service Provider reserves that the use of Services provided by electronic means may involve risks. Possible risks associated with the use of these services, as well as the technical measures available to Customers to minimise these risks, are described in the 'Information on specific threats associated with the use by users of Services provided by electronic means by HOTEL GOŁĘBIEWSKI', which is attached as Annex No. 1 to the Regulations.
7. In order to use the Website and the Services provided by electronic means by the Service Provider, it is required that the User has access to the following tools and meets all of the following minimum technical requirements:
 - a. having a device (computer or mobile device) with a minimum screen resolution of 1024x 768 providing access to the Internet,
 - b. having a current, active and correctly configured e-mail account,
 - c. using one of the following web browsers: Mozilla Firefox version 50.0 or later with Java Script enabled, accepting cookies or Internet Explorer version 11 or later with Java Script enabled, accepting cookies or Google Chrome version 54 or later with Java Script enabled, accepting cookies;

When using the Website, cookies are installed in the Customer's ICT system. The use of the Website is conditional on allowing the installation of cookies, in accordance with the principles set out in the Privacy Policy.

§3 Types and scope of services provided by electronic means.

1. The Service Provider provides services by electronic means within the scope of:
 - a. online booking of hotel services in Hotel Gołębiewski,
 - b. information and promotion services regarding own products and services.
2. Online booking
 - A. Booking process:
 - a. The online booking of hotel services is made by completing the steps recommended by the automated booking system, which consist of filling in the Booking Form, in which the Customer is asked to select the date of stay, the number of persons (divided into adults and children), to choose the price offer, then the Customer is asked to choose the calculated price offer, to enter their data specified in point b) below, and to make the required payment order.
 - b. The Customer making a booking of hotel services is obliged to provide correct data and correct information in the Booking Form, according to which the booking will be prepared together with the cost calculation. The Customer is obliged to provide the following contact details in the Booking Form: first name,

surname, e-mail address, mobile phone number, and to declare that they are familiar with and accept the booking conditions specified in the Regulations by ticking the appropriate box in the Booking Form and to indicate whether they consent to receiving commercial information by electronic means by ticking the appropriate box in the Booking Form (consent is optional). Booking of hotel services is made by pressing the BOOK button in the Booking Form.

- c. Once a booking is made in accordance with point b) above, the Service Provider automatically and immediately sends a booking confirmation to the Customer's e-mail address indicated in the Booking Form, in which the Service Provider confirms the terms of the price offer made, the booking number, the surname and first name of the person who made the booking, the length of the stay, the number of rooms, the name of the offer, the value of the stay, and the terms of payment.
- d. The Customer shall be held fully responsible for the consequences of providing incorrect data in the form.
- e. The prices shown in the system are the sum of the price per room and the number of nights and the number of persons using the hotel service and include VAT. They may also include other benefits as detailed in the description of the offer price. If an offer includes breakfast or includes other additional services, this information is given in the price description displayed in the system during booking. For services not covered by the order (e.g. additional accommodation, parking), the payment must be made on site by the client.
- f. The booking is made to the Customer, who will make the payment.
- g. The final step of the booking process is being redirected to a page enabling payment by credit card or bank transfer.
- h. A booking is deemed to be confirmed upon payment of a deposit of a minimum of 30% to the bank account of Hotel Gołębiewski by the date indicated in the booking confirmation referred to in point c) above.
- i. The booking must be confirmed by payment of the deposit, failure to pay will result in cancellation of the booking.
- j. To cancel or change a booking, please contact the reception of Hotel Gołębiewski by phone: 87 42 90 700, email: rez.mik@golebiewski.pl or mikolajki@golebiewski.pl.
- k. A change of the date of a booking is free of charge if it is reported in the manner specified in point j) above at least 3 days before the planned arrival at the Hotel Gołębiewski, and in the case of Easter, Christmas and New Year's Eve 14 days before arrival, and in the case of long weekends, summer and winter holidays 7 days before arrival.
- l. Cancellation of a booking is free of charge if reported in the manner specified in point j) above at least 3 days before the planned arrival at the Hotel Gołębiewski, and in the case of Easter, Christmas and New Year's Eve 14 days before arrival, and in the case of long weekends, summer and winter holidays 7 days before arrival.
- m. In case of cancellation of the booking after the date specified in point k) above or in case of no-show of the Customer at the Hotel Gołębiewski on the date

of commencement of the stay – the deposit shall be retained by the Service Provider within the meaning of Article 394 of the Civil Code.

- n. Shortening the stay in the Hotel Gołębiewski shall be treated as cancellation after the date specified in point l) above, and shall entail the payment of the bill for the entire declared duration of stay in the Hotel Gołębiewski.
- o. The unit of payment at the Hotel Gołębiewski is the Polish zloty (PLN).

B. Making payments and issuing invoices:

Payments are made directly during the online booking process or made later to the bank account indicated in the booking confirmation sent to the e-mail address of the person making the booking.

- a. A booking is only considered guaranteed upon payment of a deposit.
- b. Credit card authorisation and payment settlement is handled by an external entity through a direct connection to the server of the payment card settlement agent.
- c. The Service Provider is obliged to issue a VAT invoice in accordance with applicable Polish tax law.

C. Performance of the contract

- d. If the Customer observes faulty performance of the contract (i.e. not in accordance with the booking conditions and the service/product description posted on the Website) during the course of the service, they should immediately report this to the Service Provider by calling the phone number: 87 42 90 700; in-house phone to reception from their room – 700 or by sending a report to the following e-mail address: rez.mik@golebiewski.pl.
3. Information and promotional services regarding the Service Provider's own products and services.
 4. Information and promotional services provided through the Website include Newsletter subscription.
 5. Newsletter subscription
 - a. The Newsletter subscription service is available to those who order such a service by filling in the form available on the Website.
 - b. Ordering the Newsletter subscription service involves: entering your first name, surname, phone number and correct e-mail address into the form and confirming your subscription by accepting the e-mail received automatically at the e-mail address provided, as well as by completing the Booking Form and agreeing to receive commercial information by e-mail.

§4 Conditions for the conclusion and termination of contracts.

1. In the case of a booking of the Service Provider's hotel service, the contract is concluded as soon as the Customer receives confirmation of the booking, including receipt of the booking number.
2. The Customer does not have the right to withdraw from the hotel service booking contract, pursuant to Article 38(12) of the Consumer Rights Act.



3. If the Customer agrees to the provision of information and promotional services to the Customer, the Service Provider undertakes to send a Newsletter to the e-mail address provided by the Customer.
4. It is possible to unsubscribe from the Newsletter at any time by sending such a request to the following e-mail address: mikolajki@golebiewski.pl
5. The resignation referred to in section 4.4. above is tantamount to termination of the contract for provision of services by electronic means with regard to the provision of information and promotional services.
6. The Customer is not entitled to provide the Service Provider with unlawful content.

§5 Protection of personal data.

1. Through the Website, personal data is collected by filling in the Booking Form. The Booking Form contains required fields, the completion of which is necessary to make a booking. The data provided in the Booking Form is processed for the purpose resulting from the function of the form.
2. The data is stored and processed by the Service Provider in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 – GDPR and the Privacy Policy posted on the Website.
3. The Customer has the right to access the content of their data at any time and to correct, amend and delete it.
4. The provision of personal data by the Customer is entirely voluntary, but necessary to make a booking for a hotel service.
5. By using the Website in any way, the Customer accepts the rules contained in the Privacy Policy published here.

§6 Complaint procedure.

1. Complaints concerning both technical aspects of the functioning of the services and other issues related to the services may be sent to the following e-mail address: mikolajki@golebiewski.pl; or in writing to the address of the Service Provider.
2. A complaint should be submitted no later than 7 days from the day on which the cause for complaint arose.
3. Each complaint should contain a brief description of the problem giving rise to the complaint, the date and time of its occurrence and the Customer's identification.
4. The Service Provider will make every effort to consider complaints within 30 days of their receipt by the Service Provider. The Customer will be immediately informed of the outcome of the complaint review by e-mail to the address provided in the complaint.

§7 Intellectual property rights.

1. All rights to the content contained on the Website and which are a component of the Services provided by electronic means are vested in the Service Provider or in third parties who have consented to their distribution by the Service Provider.
2. No part of the publication (content such as text, graphics, logos, icons, images,

Annex No. 1

to the Regulations for the provision of services by electronic means at Hotel Gołębiowski in Mikolajki as part of the www.golebiowski.pl website,

Information on specific threats associated with the use by users of Services provided by electronic means by Hotel Gołębiowski in Mikolajki.

A threat to every Internet user, including those using services provided by electronic means, is the possibility of 'infecting' the ICT system with various types of software created mainly to cause damage, such as viruses, 'worms' or 'Trojan horses'. The operation of the global Internet network depends on the services of many entities.

The Service Provider has no control over the operation and availability of the Internet, and electronic communications are exposed to interference by third parties. In order to avoid these threats, it is important that the Customer equips their computer or mobile device which they use to connect to the Internet with antivirus software and keeps it up to date by installing the latest versions as soon as they are available on the market.

The Service Provider continuously takes measures to improve the security of communication with the Website and to facilitate the use of the Website. However, it is not possible to completely eliminate the risk of third-party interference. The Service Provider also informs that particular threats associated with the use of the service provided by electronic means, including those described in the Regulations, relate to the activities of so-called hackers aiming to break into both the Service Provider's (e.g. attacks on its websites) and the Customer's systems.

Users making so-called 'electronic payments' via the Internet should in particular protect information containing details of bank account numbers, credit cards from disclosure to third parties.



photographs, audio files, video files, data files, presentations, programmes and all other data) presented on the Website may be reproduced or distributed in any form or by any means without the prior permission of the Service Provider.

§8 Final Provisions

1. In matters not covered by these Regulations, the provisions of the Civil Code Act of 23 April 1964 (consolidated text: Journal of Laws of 2016, item 380, as amended), the Act on Provision of Services by Electronic Means (consolidated text: Journal of Laws of 2016, item 1030) and other generally applicable laws shall apply.
2. The Service Provider reserves the right to amend these Regulations, with the proviso that the version of the Regulations in force at the time of booking by the Customer shall apply to bookings made before the Regulations were amended.
3. Amendments to the Regulations shall not affect the rights acquired by the Customer up to the time of the amendment of the Regulations.
4. Information on amendments to the Regulations will be published on the Website.
5. Notification of amendments to the Regulations will take place no later than 7 calendar days before the amendment to the Regulations becomes effective.
6. Date of publication of the Regulations: 2023/03/01.