

BOOKING REGULATIONS

of services provided by PHH Hotele Sp. z o.o. with its registered office in Warsaw (00-906),

1 Żwirki i Wigury Street

Halo Toruń

I. GENERAL PROVISIONS

1. The terms used in these Regulations shall mean:
 - a) Facility – Halo Toruń, Toruń (87-100), Wola Zamkowa 16 Street
 - b) Customer – an entity that is a natural person, legal person or organizational unit without legal personality, using the services of the Facility
 - c) Registration form – an online form posted on the Facility's website, used to register the Customer at the Facility,
 - d) Online booking – booking of hotel services made in the system in real time using the booking program located on the www.halohotele.pl website.
2. These rules and regulations govern the method of booking and payment for purchased services at the Facility.
3. The service provider is the PHH Hotele Sp. z o.o, with its registered office in Warsaw at Żwirki i Wigury 1 Street, 00-906 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Warsaw, XIV Economic Division under number KRS 0000219989, NIP (tax identification number) 6762278406 , share capital: PLN 132 155 842, Halo Toruń.
4. Before using the services provided by the Facility, including using the website and the reservation engine, the Customer is required to read these Regulations and confirm that he/she/it accepts its terms.

II. BOOKING

1. Bookings at the Facility can be made:
 - a) by an e-mail at torun@halohotele.pl
 - b) by phone at +48 56 659 73 33
 - c) via www.halohotele.pl
2. The person making the booking is required to provide correct data: full name of the person making the booking, date of arrival and departure, number of guests, number and standard of apartments/rooms to be booked, contact information. If it is necessary to issue an invoice, the Customer is obliged to inform the Facility of this fact no later than at the time of booking and provide the necessary data.
3. The possibility of making booking must be each time confirmed by the Facility via an e-mail.
4. The booking is considered to be made after it is secured by a credit card or after Halo Toruń has credited the down payment within the indicated time and in the amount specified in the confirmation of the possibility of making the booking sent to the e-mail address provided in the reservation under the conditions specified in the received confirmation of the booking.
5. Upon arrival at the Facility, the Customer is required to pay the remaining balance of the booking.

III. PAYMENTS

1. For individual services, the Halo Toruń offers selected payment methods including:

- a) payment by bank transfer to the bank account specified in the confirmation of the possibility of making a reservation
 - b) remote payment by card (provided that the card authorization form sent by the reception of the Facility is completed)
 - (c) online payment
 - (d) payment by cash/card at the front desk of the Facility.
2. The Customer can choose the method of payment from the options available above.
 3. In order to properly execute the payment, the Customer should follow the instructions provided by the Facility for payment by wire transfer to the Facility's bank account, payment by credit card/online payment and payment at the front desk (cash/card/ BLIK).
 4. Payments can be made only by persons authorized to use the given payment instrument on the basis of which the payment is made. Abuse cases detected by the Facility will be reported to the appropriate law enforcement agencies.
 5. A bank account for handling payments from Customers is maintained under account number 19 1020 2892 0000 5202 0197 7263
 6. Accepting cash and credit card/BLIK payments is done at the reception of the Facility. The Facility issues a confirmation of payment received. The Facility issues VAT invoices in accordance with the applicable Polish tax law, according to the data indicated by a Customer when making the booking.
 7. The following solutions are used to handle payments from Customers:
 - a) with respect to credit card payments by Elavon Financial Services Designated Activity Company (a Limited Liability Company with Designated Activity – Spółka z Ograniczoną Odpowiedzialnością o Wyznaczonym Przedmiocie Działalności) Branch in Poland with its registered office in Warsaw, ul. Puławska 17, 02-515 Warszawa, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIIIth Economic Department of the National Court Register under KRS No. 287836, REGON No. 300649197, NIP No. 2090000825, share capital of Elavon Financial Services Designated Activity Company is EUR 6,400,001.00 under the terms and conditions set by Elavon Financial Services Designated Activity Company.
 - b) in terms of online payments by PayPro S.A. with its registered seat in Poznan, at ul. Pastelowa 8 (60-198), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda, VIIIth Economic Department of the National Court Register under the KRS No. 0000347935, NIP No. 7792369887, with the share capital of PLN 5,476,300.00 under the terms and conditions stipulated by PayPro S.A.; detailed terms and conditions for making payments through Elavon are available at <https://www.przelewy24.pl/regulamin>Online reservations are made by following the steps recommended by the automated booking system, completing the registration form and making the required payment through the Facility's website.
 8. The Customer is entirely responsible for the consequences resulting from incorrect data provided by the Customer in the forms.
 9. The prices shown in the online system are per room per 1 hotel night, including VAT. The prices may also include other benefits, as specified in the offer description. If the offer includes breakfast or other additional services, such information is given in the description of the price displayed in the system when making the booking. For services not covered by the booking, the amount due must be paid on the spot by the Customer.
 10. The unit of payment is the Polish zloty (PLN).
 11. All inquiries regarding the method of payment and the status of payments made should be directed to the following address: torun@halohotele.pl

IV. RESIGNATION/CANCELLATION

1. Failure to pay the deposit by the agreed date and time indicated on the pre-booking confirmation results in automatic cancellation of the reservation.
2. In the event of cancellation of the stay, in the case of non-refundable offers, a refund of the deposit paid or any other payment will not be possible. In the case of offers other than non-refundable, the terms and conditions for refunding the down payment or any other payment made by the Customer will be based on the offer of the Facility. The Customer receives each time confirmation of the terms and conditions of the offer from the Facility in the confirmation of the booking opportunity.
3. In the event of shortening the stay, the amount paid is not refundable.

V. COMPLAINT PROCEDURE

1. Complaints regarding payment should be submitted electronically to the torun@halohotele.pl
2. The complaint should include a detailed description of the reason for the complaint and specify the scope of the request.
3. The Customer has the right to file a complaint concerning payment within 14 days of the situation.
4. The Facility considers complaints within 14 working days and informs the Customer of the manner of consideration by an e-mail to the address from which the request was sent.
5. The Facility is not responsible for payments that did not reach it due to the Customer's failure to follow instructions on how to make the payment.

FINAL PROVISIONS

1. The Regulations enter into force on 16.10.2023
2. In matters not regulated by these Regulations, the provisions of the Civil Code (Journal of Laws 2023, item 1610, as amended), the Act on Providing Electronic Services (Journal of Laws 2020, item 344, as amended), and other provisions of generally applicable law shall apply. The Facility reserves the right to amend these Regulations, with the proviso that the version of the Regulations in effect at the time of the Customer's reservation shall apply to reservations made prior to the amendment of the Regulations.
3. The Facility declares that it will make every effort to resolve any disputes amicably. However, in the absence of such a settlement, the competent court will be the court having jurisdiction over the seat of the company managing the Facility.
4. The Customer's data will be processed only for the purpose of making a booking and full payment in accordance with the provisions of the Law of August 29, 1997 on the Protection of Personal Data.

Appendix No. 1 GDPR information clause

Pursuant to Article 13 and Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "**GDPR**"), in connection with the receipt of your personal data as a hotel guests, we hereby inform you to that:

1. The Controller of your personal data is PHH Hotele Sp. z o.o., with its registered office in Warsaw at Żwirki i Wigury 1 Street, 00-906 Warsaw registered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000219989, holding a NIP number: 6762278406, with share capital of PLN 132 155 842 (hereinafter referred to as **the "Controller"**).
2. The contact person for all matters concerning the processing of personal data and the exercise of rights

related to the processing of personal data at the Controller is the Data Protection Officer, who can be contacted in writing at the address indicated in clause 1.

3. The processing of your personal data is carried out for at least one of the following purposes:
 - a) on the basis of Article 6(1)(b) of GDPR, as necessary for the performance of the contract for hotel services to which you are a party;
 - b) on the basis of Article 6(1)(a) of GDPR and Article 9(2)(a) of GDPR in order to avoid negative health effects as a result of an allergic reaction to the meals served and to meet special needs in the hotel service provided adapted to the degree of disability,
 - c) on the basis of Article 6(1)(c) of GDPR, as necessary to perform a legal obligation incumbent on the Controller, in particular to ensure compliance of the Controller's activities with the applicable financial, accounting, tax and statistical regulations, exercise of rights under the GDPR and consumer rights;
 - d) on the basis of Article 6(1)(f) of GDPR, in order to realize the legitimate interests pursued by the Controller (protection of persons and property, establishment, pursuing and defense of possible claims, providing commercial information and conducting direct marketing, i.e. sending advertising and promotional offers in a form other than that indicated in point (f) below);
 - e) on the basis of Article 6(1)(f) and Article 9(2)(f) of GDPR, in order to establish, pursue or protect claims, related to the specific (sensitive) data processed;
 - f) on the basis of a separately granted consent and Article 10(2) of the Act on Provision of Electronic Services of July 18, 2002 (i.e. Journal of Laws of 2017, item 1219 as amended) or Article 172 of the Act of July 16, 2004. Telecommunications Law (i.e., Journal of Laws of 2017, item 1907 as amended) – for the purpose of sending commercial information (sending advertising and promotional offers) electronically or by telephone using service's terminal equipment.
4. The Controller processes the following categories of personal data: first and last name, PESEL number or passport number, nationality, mailing address, telephone number, e-mail address, optionally car registration number, health data (regarding any food allergies and disability data), image.
5. You have the right to:
 - a) access to the content of your data, including requesting a copy of your data,
 - b) rectify incorrect data and request completion of incomplete data,
 - c) deletion of data ("right to be forgotten") if one of the following circumstances applies:
 - i. personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
 - ii. the data subject objects under Article 21(1) (in connection with processing on the basis of a task carried out in the public interest or in the exercise of public authority by the Controller or when there is a legitimate interest of the Controller or a third party) and there are no overriding legitimate grounds for the processing, or when the data subject objects under Article 21(2) to the processing (in connection with processing for direct marketing purposes);
 - iii. personal data were processed illegally;
 - iv. personal data must be deleted in order to comply with a legal obligation under Union or Member State law to which the Controller is subject;
 - d) limitation of processing, in the following cases:
 - i. the data subject questions the accuracy of the personal data – for a period that allows the Controller to verify the accuracy of the data;
 - ii. processing is unlawful and the data subject objects to the erasure of the personal data, requesting instead a restriction on its use;
 - iii. the Controller no longer needs the personal data for the purposes of processing, but the data are needed by the data subject to establish, pursue or defend claims;
 - iv. the data subject has raised an objection under Article 21(1) (in relation to processing on the basis of a task carried out in the public interest or in the exercise of public authority by the Controller or a legitimate interest of the Controller or a third party) to the processing – until it is determined whether the legitimate grounds on the part of the Controller override the grounds for the data subject's objection;
 - e) data portability if:
 - i. processing is carried out on the basis of consent given or on the basis of an agreement, and
 - ii. processing is carried out by automated means,
 - f) withdraw consent to the processing of personal data at any time, whereby withdrawal of the

consent shall not affect the legality of the processing carried out on the basis of consent before its withdrawal,

- g) the right to file an objection:
 - i. whenever your data are processed for direct marketing purposes;
 - ii. in the event of a particular situation of yours with regard to the processing of personal data, when the basis for the processing is a legitimate interest pursued by the Controller, whereby the right to object will not be exercised if there are valid legitimate grounds for processing that override your interests, rights and freedoms, in particular when the establishment, assertion or defense of claims is required.

Exercising of rights can be done, among other things, by sending a request to the address of the Data Protection Officer (given in clause 2 above), as well as by written correspondence, or in person at the Controller's office.

6. You have the right to lodge a complaint to the President of the Personal Data Protection Office (ul. Stawki 2, 00-193 Warszawa) if you consider that the processing of your personal data violates the provisions of GDPR or other provisions of law.
7. Your personal data may be transferred to the following categories of recipients:
 - a) persons authorized by the Controller, employees and associates, members of the Controller's bodies who need to have access to personal data in order to perform their duties,
 - b) service providers, including those supplying the Controller with technical and organizational solutions to manage the Controller's organization (in particular, providers of ICT, postal, shipping, legal, accounting, auditing, data security and storage, tax and accounting services), on the basis of relevant data processing agreements;
 - c) Franchisors.
8. Your personal data will be stored:
 - a) for the purposes referred to in clause 3 (a) and (b) above – for the period of performance of the contract concluded with you for the provision of hotel services,
 - b) for the purposes of possible establishment, pursuing and defense of claims – for the period specified by law for the statute of limitations for the particular type of claim,
 - c) for the purposes of performing legal obligations – for the time required by applicable law or until such obligations are fulfilled, not longer than the time during which the Controller may suffer legal consequences of non-fulfillment of the obligation,
 - d) for the purpose of protection of persons and property – for a period of 30 days after the end of the stay at the hotel, unless the video surveillance equipment has recorded an event related to the violation of the security of persons and property – in which case the data storage period may be extended by the time necessary to complete the proceedings whose subject is the event recorded by the video surveillance,
 - e) for the purpose of providing commercial information and conducting direct marketing, i.e. sending advertising and promotional offers – until the withdrawal of the consent or filling an objection, but no longer than for a period of 3 years from the date of provision of the data, with effect calculated at the end of the calendar year in question.
9. The provision of your personal data is voluntary, but it is necessary for the execution of the contract concluded with you, and the failure to do so will prevent the execution of the concluded contract.
10. Your personal data will not be transferred to international organizations.
11. Your data may be transferred to third countries (outside the European Economic Area), including the franchisor or franchisor's group companies located in the United States (or any other so-called "third country" not providing an adequate level of protection), in connection with the central reservation system for hotel services, service quality control of the hotel services and facilities implemented by the Franchisor, your participation in the Franchisor's loyalty program; the Controller will transfer the data using mechanisms that comply with applicable law, which include, among others, the EU "Standard Contractual Clauses" and applying possible additional safeguards. The transfer of data in accordance with the preceding sentence, is necessary for the conclusion and performance of the contract. For more information on the existing safeguards implemented by the Controller to ensure that personal data are processed in accordance with the relevant regulations, and on possibilities to obtain a copy of the data, or about the place where the data are made available, please contact us as indicated in this notice.
12. In case the Controller has not received your personal data directly from you, the personal data were obtained from your family member, employer or other controllers of personal data, e.g. from the Franchisor's reservation system or from hotel booking intermediaries (e.g. hotel booking portals), or through travel agencies.
13. Your personal data are not subject to automated decision-making, including profiling.

In addition, we kindly inform you that data subjects have the right to object to the processing of data for direct marketing purposes at any time, and in the case of processing for the legitimate interest of the Controller – in the event of a special situation in accordance with Article 21 of GDPR.