



**General Terms and Conditions of Accommodation Agreements and Organisation of Events
by Hotele Diament joint-stock company introduced by resolution of the Management Board No.
1/2026 dated of 16/03/2026**

Hotele Diament, a joint-stock company with its registered office at 50 Dąbrowskiego Street, 44-100 Gliwice, registered with the District Court in Gliwice, 10th Commercial Division, under KRS number 0000355866; NIP: 6450000606; with a share capital of PLN 78,600,000.00, fully paid up, hereinafter referred to as "Hotele Diament", hereby sets out these General Terms and Conditions of Contracts, specifying the general principles of accommodation agreements and the organisation of events by Hotele Diament. These General Terms and Conditions constitute the fundamental framework governing the relations between the Parties.

**Chapter 1
Definitions**

1. "GTC" – means these General Terms and Conditions of Accommodation and Event Organisation Agreements by Hotele Diament.
2. "Hotel" – means a hotel facility or a complex of such facilities, including available infrastructure, to which Hotele Diament holds legal title.
3. "Client" – means a natural person, legal entity, or organisational unit without legal personality that has entered into an accommodation or event organisation agreement with Hotele Diament.
4. "Consumer" – means a natural person who enters into a legal transaction with Hotele Diament that is not directly related to their business or professional activity, as well as a person who enters into a legal transaction for a purpose directly related to their business or professional activity, but which is not of a professional nature for them, resulting in particular from the subject of their business activity.
5. "Parties" – means Hotele Diament and the Client.
6. "Guest" – means a natural person using the services offered in the selected Hotel under the accommodation agreement.
7. "Participant" – means a natural person using the services offered in the selected Hotele Diament Hotel under the event organisation agreement.
8. "Event" – means the ordering of rooms and premises by the Client for the purpose of organising an event and its organisation by Hotele Diament or by the Client, which may or may not be related to catering services.
9. "Accommodation" – means the rental of hotel rooms.
10. "Deferred Payment" – means a payment that is to be made after the commencement date within a specified period of time.
11. "Group Order" – means a reservation for more than 15 person nights or 10 room nights.

**Chapter 2
General Provisions**

1. Unless the Parties have agreed otherwise in the content of the Agreement, including those concluded via booking portals or Orders, the provisions of these GTC shall apply directly to Agreements or Orders submitted to Hotele Diament and shall be binding upon the Parties in the following wording.
2. These GTC constitute an integral part of Agreements and Orders submitted by the Client to Hotele Diament. If the GTC are not attached to the Agreement or Order, the Client shall be bound by the version of the GTC published on the day of conclusion of the Agreement or submission of the Order on the Hotele Diament website at: www.hotelediament.pl

3. The Client's general terms and conditions shall not apply to contractual relations based on the Agreement or Order governed by these GTC, unless Hotele Diament expressly agrees to such terms in writing.
4. In particular, if the Client signs an Agreement or places an Order containing additional conditions, and the Agreement or Order has previously been signed by Hotele Diament, such additional terms shall apply only to the extent that they have been approved in writing by Hotele Diament.
5. The Agreement or Order with the Client should be concluded in writing and signed by both Parties; however, the Agreement may also be concluded by acceptance of the Client's Order by Hotele Diament, including via IT systems.
6. If a third party makes a reservation for accommodation or an Event on behalf of the Client, that third party shall be jointly and severally liable together with the Client.
7. Orders exceeding PLN 20,000.00 net or involving Deferred Payment require the approval of the Management Board of Hotele Diament.
8. Confirmation of a Group Order by the Hotel reception shall not be binding upon Hotele Diament.

Chapter 3

Services, prices, payments, billing

1. In the case of conclusion of the Agreement: by acceptance of an Order by Hotele Diament, the prices specified in the Order shall apply; in the case of a written Agreement, the prices indicated therein shall apply; in other cases (including implied or oral agreements), prices according to the current price list of the given Hotel shall apply.
2. The agreed prices are net prices and shall be increased by VAT at the rate applicable on the date of issuance of the invoice. In the case of prices resulting from the price list, the prices are gross prices.
3. The agreed prices do not include local taxes payable at the rates applicable on the date of use of the services, directly at the Hotel, where Hotele Diament are obliged to collect such fees.
4. In the case of late payment, Hotele Diament may charge statutory interest for late payment or interest applicable in commercial transactions.
5. Use or transfer of rooms under any legal or factual title other than that agreed with Hotele Diament, including in particular subletting, subleasing, or lending of rooms, shall not be permitted.
6. Clients or Guests wishing to invite third parties to the Hotel premises, including rooms, for interviews, sales events, or similar activities, must obtain prior written consent from Hotele Diament.
7. When concluding Agreements or accepting Orders, Hotele Diament may request the Client to provide an advance payment, deposit, or security in the form of a credit card guarantee, credit application, or another agreed form.
8. In the event of failure to provide the required payment or security within the agreed time, Hotele Diament shall have the right to withdraw from the Agreement or Order.
9. All forms of payment security must be accepted by Hotele Diament.
10. In justified cases (e.g. payment arrears or extension of the scope of the Agreement or Order), Hotele Diament may make the conclusion or continuation of the Agreement conditional upon an increase in the advance payment or security.
11. The Client or Guest shall have no claim to the availability of a specific room unless such availability has been confirmed in writing by the Hotel.
12. Rooms are available to Clients and Guests during the hours established by the given Hotel (hotel day). Early check-in and late check-out are subject to availability and require prior confirmation.
13. In the event of late check-out, Hotele Diament shall have the right to charge fees of up to 50% of the room price for up to 2 hours' delay, and up to 100% for longer delays.
14. The rules for using the Hotel are specified in the internal regulations of the given Hotel.

Chapter 4

Resignation, withdrawal

1. If the Parties have expressly agreed in writing on the Client's right to withdraw from the Accommodation Agreement, Event Agreement, or related Order within a specified period without incurring any fees (cost-free cancellation), the Client may withdraw within that period.
2. If the customer has the right to withdraw from the Agreement or Order within a specified period without costs, Hotele Diament shall have the same right within that period.
3. After the deadline for withdrawal from the agreement (i.e. after the deadline for free cancellation of services), the customer's declaration of withdrawal from the agreement, resignation or cancellation of services is not effective - in such a case, Hotele Diament charges the customer a cancellation fee of up to 100% of the price of the cancelled services, specified in the Agreement or Order, unless their written provisions state otherwise. The fee for cancellation of services constitutes compensation for services rendered for the provision of the ordered services by Hotele Diament.
4. Any change to the date of Accommodation or an Event made by the Client, unless agreed otherwise by Hotele Diament, shall be deemed a cancellation of the services.
5. Hotele Diament may withdraw from the Agreement or Order with immediate effect in the event of:
 - a. force majeure, including natural disasters and other circumstances beyond the control of Hotele Diament preventing performance;
 - b. booking using misleading or false information of material importance (e.g. identity of the Client or purpose of stay);
 - c. material breach of these GTC by the Client;
 - d. liquidation of the Hotel or inability to provide services due to renovation or other operational reasons.
6. The advance payment made by the Client shall be offset against any amounts due for the performance of the subject matter of the Agreement or, in the event of cancellation of services, against the cancellation fee due.
7. At the request of either Party, the Agreement may be terminated by mutual consent in exceptional circumstances (e.g. epidemic-related suspension of operations by Hotele Diament or the client, related to the COVID-19 epidemic situation, on the date when the service was to be provided. The application should be submitted in writing, under penalty of nullity, and should include an indication of the above-mentioned basis. The refund of the advance payment will be made in the), subject to written form.

Chapter 5

Guest or participant list, changes to the guest or participant list, and changes to accommodation or event location

1. The final list of guests or participants must be determined at least 5 business days before the day of accommodation or event, unless the Agreement or Order states otherwise. In the event that the number of guests or participants is actually greater than specified in the Agreement or Order, the final price will be calculated based on the actual number of guests or participants and the unit prices set in the Agreement or Order or according to the hotel price list at the discretion of Hotele Diament.
2. A change in the number of guests or participants in the event by the client in relation to those agreed in the Agreement or Order requires the consent of Hotele Diament expressed in writing. In the event of non-arrival of guests or participants in the event, this does not affect the price reduction and does not give rise to any claims by the client for its reduction.
3. If the number of participants decreases by more than 15%, Hotele Diament may exchange the agreed rooms for other ones, provided that the size of the new rooms is appropriate for the last agreed number of participants and the standard of equipment of the rooms is comparable.
4. If necessary, Hotele Diament may move the event to another room of comparable size and standard, unless otherwise stated in the Agreement or Order otherwise. This room, in justified cases, may be located in another hotel of a comparable standard.

5. If the event lasts longer than 4:00 a.m. the following day, Hotele Diament are entitled to charge additional fees of up to 10% of the remuneration specified in the Agreement or Order.
6. The placement of any display by the client in the hall, corridors or lobby of the hotel, in front of the hotel is possible only after obtaining the written consent of Hotele Diament.
7. Food and beverages for events are provided exclusively by Hotele Diament. Any exceptions to this rule require prior written agreement between the Parties, but in such a case Hotele Diament are entitled to charge an additional fee.
8. The Client bears full responsibility for the suitability for consumption of food and beverages not provided by Hotele Diament. Hotele Diament are not responsible for damages resulting from the consumption of food and beverages not provided by Hotele Diament, including third parties.
9. Hotele Diament are not responsible for the suitability of food taken from the hotel after the event or taken out of the hotel.
10. The conditions specified in the Agreement concluded between Hotele Diament and the Client regarding the number of guests or participants, changes in the number of guests or participants and changes to the place of accommodation or event and the dates of possible changes take precedence over the conditions specified in the GTC.

Chapter 6

Technical Equipment

1. In the event that Hotele Diament provides the Client, at the Client's request, with technical equipment or other equipment, the Client shall be fully liable for any damage thereto or loss thereof, unless the equipment is operated by the hotel staff, in which case Hotele Diament shall be liable.
2. The use of electrical equipment belonging to the Client or to third parties authorized by the Client, using the hotel's electrical network, requires the prior written consent of Hotele Diament. The Client shall be responsible for any damage to the hotel's technical equipment or any disruptions caused by such equipment. Hotele Diament may charge a flat-rate fee for energy consumption resulting from the use of such equipment.

Chapter 7

Decorative Materials, Exhibition Elements

1. Decorative materials, exhibition elements, and other items displayed by the Client as part of events, including personal belongings of the Client who is not a hotel guest and personal belongings of participants who are not hotel guests, shall be stored in the premises where the event takes place or within the hotel at the Client's sole risk. Hotele Diament shall not be liable for the loss, destruction, or damage of such items, unless caused by gross negligence or wilful misconduct of the hotel staff.
2. Decorative and exhibition materials brought by the Client must comply with fire safety regulations. Hotele Diament may request the Client to provide appropriate documentation in this regard. If the Client fails to comply, Hotele Diament may remove and store such materials at the Client's expense and risk. The Client shall bear full responsibility for any damage associated with these items.
3. Hotele Diament reserves the right to demand the immediate removal of the Client's decorative and exhibition materials if their content is offensive, contrary to applicable laws or generally accepted standards of decency, or may negatively affect the image of Hotele Diament or the hotel. If the Client fails to remove such materials, Hotele Diament may remove them at the Client's expense and risk.
4. All exhibited items and other materials brought by the Client or event participants must be removed immediately after the event. If the Client fails to do so, Hotele Diament may remove and store them at the Client's expense and risk. If items are left in the event premises, Hotele Diament may charge a fee of up to 10% of the total fee agreed in the Agreement or Order.
5. The Client is obliged to remove all waste generated during the event at their own expense. Otherwise, the Client shall be charged a flat-rate fee for waste removal as specified in the Agreement or, in the absence of such provision, in accordance with the applicable price list of the waste disposal company used by Hotele Diament, increased by an administrative fee of 25%.

Chapter 8 Responsibility

1. The Client shall be liable for any damage caused to the hotel (including its equipment), as well as for any damage suffered by hotel staff or other guests, caused by the Client, its guests, participants, or staff. Hotele Diament may require the Client to provide appropriate security (e.g. insurance, deposit, or guarantee).
2. The Client undertakes to cover any additional costs of services used by its participants or guests (e.g. telephone, parking, paid television, laundry, additional catering services), which were not included in the Agreement or Order. Such costs shall be determined based on the list of services provided by Hotele Diament, taking into account the time of provision, cost, and details of the person who ordered the service or, if this is not possible, the room number or, in the case of parking, the vehicle registration number. This obligation shall not apply where such services have been paid directly by individual participants or guests.
3. If, during the stay of the Client's group, the Client organizes an accompanying event (e.g. a concert or other performance, film screening, disco, or exhibition), the Client shall be obliged to conclude, at its own expense and risk, the relevant license agreements and to pay the required fees to the appropriate collective copyright management organizations.
4. In the event of defects in services provided by Hotele Diament, the Client shall immediately notify Hotele Diament so that the hotel staff may remedy such defects or provide the service in accordance with the Agreement or Order. If immediate remedy is not possible, the Client must notify Hotele Diament no later than at check-out.
5. Complaints must be submitted in writing no later than on the last day of the stay, before check-out, or via e-mail to: sekretariat@hotelediament.pl
6. Hotele Diament shall review complaints within 7 days of their receipt.
7. Filing a complaint does not release the Client from the obligation to make timely payment of amounts due to Hotele Diament.
8. Due to the spread of the SARS-CoV-2 virus and any resulting restrictions, the availability of certain services may be limited in accordance with applicable laws and decisions of the Hotel Director.
9. Any claims by the Client for compensation for lost profits are excluded.
10. Hotele Diament reserves the right to immediately intervene, interrupt, or modify an event if fire safety or other safety regulations are violated.
11. Allocation of a parking space in the hotel garage or car park does not constitute the conclusion of a storage agreement between the Parties.

Chapter 9 Final Provisions

1. The provisions of the following sections shall not apply to Consumers: Chapter 2 Section 2 (second sentence), Chapter 4 Section 2, Chapter 4 Section 3, Chapter 4 Section 5(d), Chapter 5 Section 4 (second sentence), Chapter 8 Section 9.
2. If, as a result of non-performance or improper performance of the Agreement or Order by the Client, the damage suffered by Hotele Diament exceeds the value of contractual penalties, Hotele Diament shall be entitled to claim additional compensation under the general provisions of the Civil Code.
3. The Parties undertake to resolve any disputes arising from the Agreement or Order amicably. Failing such resolution, disputes shall be submitted to the competent common court having jurisdiction over the registered office of Hotele Diament.
4. The Agreement or Order shall be governed by Polish law. The official language shall be Polish. In disputes involving a consumer, jurisdiction shall be determined in accordance with the Polish Code of Civil Procedure.
5. Any amendments to or termination of the Agreement or Order must be made in writing under pain of nullity, unless otherwise provided.

6. If any provision of these GTC is found to be contrary to applicable law or becomes ineffective, this shall not affect the validity of the remaining provisions.

7. If any provision of the Agreement is or becomes invalid or unenforceable, it shall not affect the validity or enforceability of the Agreement as a whole. The Parties shall replace such provision with a valid one that most closely reflects the original intent.

In the event of discrepancies between the Polish and English versions of these GTC, the Polish version shall prevail.

Management Board of Hotele Diament JSC

 Ewa Porzudek Member of the Board	 Andrzej Kłapyta Vice-Chairman of the Board	 Rafał Bakalarski Chairman of the Board
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