



# HOTELE DIAMENT

## **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. 1/2025 dated of 03/02/2025**

Hotele Diament, a joint-stock company with its registered office at 50 Dąbrowskiego Street, 44-100 Gliwice; registered in the District Court in Gliwice, 10th Commercial Division, under KRS number 0000355866; NIP: 645000606; with the share capital of: PLN 78,600,000.00, paid in full, hereinafter referred to as Hotele Diament, through these General Terms and Conditions of Contracts, specifies the general principles of accommodation contracts and the organisation of events by Hotele Diament. These General Terms and Conditions form the fundamental framework governing the relations between the parties.

### **Chapter 1 Definitions**

1. "GTC" - means these General Terms and Conditions of Accommodation and Event Organization Agreements by Hotele Diament.
2. "hotel" - a hotel facility or a complex of such facilities, including available infrastructure, to which Hotele Diament holds legal title.
3. "Client" – a natural person, legal entity, or organizational unit without legal personality that has entered into an accommodation or event organization agreement with Hotele Diament.
4. "parties" - this means Hotele Diament and the client.
5. "guest" – means a natural person using the services offered in the selected hotel under the accommodation agreement.
6. "Participant" – means a natural person using the services offered in the selected Hotele Diament hotel under the event organisation agreement.
7. "party" or "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 .
8. "accommodation" means the rental of hotel rooms.
9. "deferred payment" - means a payment that is to be made after the commencement date within a specified period of time.
10. "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 are directly applicable to Agreements or Orders submitted to Hotele Diament and bind the Parties in the following wording.
2. GTC are 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 is bound by the GTC in the wording applicable in the version published on the day of conclusion of the Agreement or submission of the Order on the Hotele Diament website at: [www.hotelediament.pl](http://www.hotelediament.pl).
3. No general terms and conditions of the client's agreements may be used for contractual relations based on the Agreement, Order, of which the GTC are an integral part thereof, unless Hotele Diament expresses separate written consent to the content of such client conditions.

4. In particular, the customer confirms that, in the case of signing the Agreement, placing an Order with the attachment or reference to any additional conditions, if the Agreement or Order has been previously signed by Hotele Diament, the specified general terms and conditions of the customer or other general terms and conditions of trade will apply only to the extent to which they have been previously approved in writing by Hotele Diament.
5. The Agreement or Order with the customer should be concluded in writing signed by both Parties, with the proviso that the Agreement may be concluded by accepting the customer'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 to Hotele Diament with the client as the party making the reservation.
7. Orders exceeding PLN 20,000.00 net or with deferred payment require the approval of the Management Board of Hotele Diament joint-stock company.
8. A group order confirmed by the hotel reception is not binding on Hotele Diament.

### **Chapter 3**

#### **Services, prices, payments, billing**

1. In the case of conclusion of the Agreement: in the form of acceptance of the Order by Hotele Diament, the prices specified by Hotele Diament in the Order apply; written agreement - the prices indicated in the Agreement apply; implied or oral - prices according to the current price list of the given hotel apply.
2. The agreed prices are net prices, subject to applicable VAT at the rate in effect on the date the invoice is issued. In the case of prices resulting from the price list, the prices are gross prices.
3. The agreed prices do not include the spa fee, payable at the applicable rates on the date of use of the services, directly at the hotel, in the event that Hotele Diament are obliged to collect such a fee from the commune in which the hotel is located.
4. In the case of late payment, Hotele Diament may charge statutory interest for late payment or interest for late payment in commercial transactions.
5. Disposing of rooms under any legal or factual title other than that agreed by the client with Hotele Diament, including in particular subletting, subleasing, lending of assigned rooms, other rooms, premises by guests is not permitted.
6. Clients or guests wishing to invite others 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 pay an appropriate advance payment, deposit or security in the form of a credit card guarantee, sign a credit application or in another similar form or form agreed by the Parties.
8. In the case of failure to pay the advance payment, deposit or provide security in the form provided for in point 7 within the time agreed by the Parties, Hotele Diament shall have the right to withdraw from the Agreement or Order.
9. In each case, the forms of payment security must be accepted by Hotele Diament - under penalty of the right of Hotele Diament to refuse to accept it.
10. In justified cases (e.g. customer payment arrears or extension of the scope of the Agreement or Order), Hotele Diament may make the conclusion of the Agreement or acceptance of the Order in this respect dependent on an increase in the amount of the advance payment or security - up to the amount of the expected costs of such extension.
11. The customer or guest does not have any claim to the availability of a specific room unless the hotel has confirmed the availability of that room in writing.
12. Rooms are available to customers and guests during the hours set at a given hotel (hotel day). The customer or guest is not entitled to claim earlier availability of rooms. Check-in before the hotel day on the day of arrival and check-out after the hotel day on the day of departure are subject to the availability of available rooms. Earlier check-in and check-out require the customer to report and written confirmation of such possibility from the hotel.

13. In the case of leaving the rooms after the end of the hotel day on the day of departure, Hotele Diament have the right to charge fees of up to 50% of the room price for additional use of the room in the event of not leaving it within 2 hours after the end of the hotel day on the day of departure, and in the case of leaving the room more than 2 hours after the end of the hotel day on the day of departure, in the amount of up to 100% of the room price according to the price list of the given hotel, and the client is obliged to pay them.

14. The rules for using the hotel are specified in the 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 has 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 Hotele Diament agrees to it, is tantamount to the cancellation of the services.

5. Hotele Diament may withdraw from the Agreement or Order at any time, with immediate effect, in the case of:

a. force majeure, including natural disasters and other circumstances for which Hotele Diament are not responsible and which prevent the performance of the Agreement or Order;

b. booking rooms or an event using misleading or false information as to facts of material importance, e.g. the customer's identity or the purpose of the stay;

c. material breach of these GTC by the customer;

d. liquidation of the hotel, impossibility of guaranteeing appropriate accommodation or facilities for organizing the event due to hotel renovations or other events related to the hotel.

6. The advance payment made by the customer 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 one of the parties, the Agreement may be terminated by mutual consent, at any time, in the event of 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 form agreed by the parties in the agreement.

#### **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 provide the client, at his request, with technical equipment or other equipment, the client is fully liable for any damage thereto, unless the equipment is operated by the hotel staff, or for its loss.
2. The use of electrical equipment belonging to the client or third parties authorized by the client using the hotel's electrical network requires the prior written consent of Hotele Diament. The client is responsible for any damage related to disruptions or damage to the hotel's technical equipment caused by such equipment. Hotele Diament may charge a flat-rate price for the costs of energy consumption resulting from the use of the equipment referred to above.

## **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 are stored in the premises where the event takes place or in the hotel at the client's exclusive risk. Hotele Diament are not liable for the loss, destruction or damage to such items, unless the damage was caused by gross negligence or wilful misconduct of the hotel staff.
2. The decorative and exhibition materials brought by the client must meet fire safety requirements. Hotele Diament may request the client to present an appropriate document in this regard. If the client does not comply with such a request, Hotele Diament may remove and store decorative materials at the customer's expense and risk. Any damages associated with these items are the customer's responsibility.
3. Hotele Diament reserve the right to demand immediate removal of the client's decorative and display materials if their content is offensive, contrary to generally applicable laws or generally

accepted social norms or could jeopardize the image of Hotele Diament or the hotel. If they are not removed by the client, Hotele Diament may remove them at the client's expense and risk.

4. All exhibited items and other items brought by the client or event participants are subject to immediate removal after the event. If the client fails to remove them immediately, Hotele Diament may remove and store them at the client's expense and risk. If items are left in the room where the event took place, Hotele Diament may charge fees of up to 10% of the fee agreed in the Agreement or Order.

## **Chapter 8 Responsibility**

1. The client is liable for any damage caused to the hotel (its equipment), damage incurred by the hotel staff, other hotel guests, caused by the client, guests or participants or the client's staff. Hotele Diament may require the client to provide appropriate security (e.g. insurance, deposit, guarantee).

2. The Client undertakes to cover additional costs of services used by its participants or guests (e.g. telephone, parking, paid television, laundry, additional catering services, etc.), which were not included in the Agreement or Order, based on the list of services presented by Hotele Diament, taking into account the time of their provision, cost, as well as the data of the person who ordered their performance, and in the event that this is impossible, the number of the room in which the given service was provided, or in the case of using the parking lot, the vehicle registration number. The above obligation does not apply in a situation where these services were paid for by individual participants or guests at the hotel.

3. If, during the stay of the client's group at the hotel, the client organizes an accompanying event (a concert or other performance of literary, dramatic, musical, pantomime, verbal-musical works, film screenings, discos or exhibitions, etc.), the client is obliged to conclude, at his own expense and risk, an appropriate license agreement and pay appropriate fees to the organization for collective copyright management in relation to creators, producers and performers.

4. In the case of defects in the services provided by Hotele Diament, the client is obliged to inform Hotele Diament immediately so that the hotel staff can immediately remove the defects or ensure delivery or provision of the service in a manner consistent with the Agreement or Order, if such defects actually occurred. In the event that such action is impossible due to the nature of the defect, interruption or for other significant reasons, notification of the occurrence of the defect must be provided to Hotele Diament no later than the time of return of the room or check-out of the guests.

5. Complaints must be submitted to the hotel in writing by the client no later than on the last day of their stay, before leaving the hotel.

6. Hotele Diament consider complaints within 7 days of receiving them from the customer.

7. Filing a complaint does not release the client from the obligation to pay the remuneration due to Hotele Diament on time.

8. Due to the spread of the SARS-CoV-2 virus and the restrictions that may result from it, the availability of individual services may be subject to restrictions resulting from current legal provisions and the decisions of the Hotel Director.

9. Claims by the customer for compensation for lost profits are excluded.

10. Hotele Diament reserve the right to immediately intervene, interrupt the event or modify it if they determine that fire safety or other safety regulations have been violated.

11. If the client is allocated a place to store items in the hotel garage or hotel car park, this does not mean that a storage agreement has been concluded between the Parties.

## **Chapter 9 Final Provisions**

1. If, as a result of non-performance or improper performance of the Agreement or Order by the customer, the damage to Hotele Diament exceeds the value of the contractual penalties charged for this, Hotele Diament shall have the right to claim additional compensation under the general principles of the Civil Code.

2. The Parties undertake to resolve any disputes arising from the performance of the Agreement or the Order amicably, and if the parties fail to reach an agreement, the competent court will be the common court with jurisdiction over the registered office of Hotele Diament.

3. The law applicable to the Agreement or Order and any potential disputes related thereto is Polish law, the applicable language is Polish.

4. Any changes to the provisions of the Agreements or Orders and their termination must be made in writing under penalty of nullity, unless otherwise provided for in their content.

5. If any of the provisions of these GTC prove to be contrary to generally applicable legal provisions or become ineffective, this fact shall not affect the effectiveness of the remaining provisions of the GTC.

6. If any provision of the Agreement is or becomes invalid or unenforceable, it shall not in any way affect the validity and enforceability of this Agreement as a whole. The Parties agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will reflect the intent of such invalid or unenforceable provision as closely as possible.

In the case of any discrepancies between the Polish and English language versions of the GTC, the Polish version shall prevail.

Management Board of Hotele Diament JSC

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