

NYX Hotel Warsaw ul. Chmielna 71, 00-801 Warszawa

REGULATIONS

I. GENERAL TERMS AND CONDITIONS

- 1. These Rules set out the terms and conditions for the use of the Hotel's services as well as the rights and obligations of the Hotel and its Guests.
- 2. The Hotel Guest, by making a reservation and/or checking in, enters a contract with the Hotel, of which these rules and regulations are an integral part.
- 3. Guests staying on the Hotel's premises are obliged to observe these rules and regulations and to follow the instructions of the staff.
- 4. The Hotel reserves the right to refuse service to persons who violate the provisions of these regulations or disrupt the order of the Hotel.

II. RESERVATION AND CHECK-IN

- 1. Each reservation must be guaranteed by a payment card, credit card or be prepaid into a bank account or paid in cash during check-in. Reservations without a card guarantee or not paid in advance will be cancelled at 6:00 p.m. on the day of arrival. The Hotel reserves the right to pre-authorise payment on the card provided for the guarantee.
- 2. A Hotel room is rented per night. The Guest is required to confirm the date of departure and arrival at the latest at the time of check-in.
- 3. Check-in is possible from 3:00 p.m. and check-out should be completed by 12:00 noon.
- 4. If the Hotel Guest wishes to extend his/her stay, he/she should report it at the Reception by 10:00 a.m. on the day of check-out. The Hotel will accommodate the wish to extend subject to availability, however, the price per day may be subject to change.
- 5. The reservation is personal. At the time of check-in, all persons using the room are required to provide identity documents and fill in a registration card. The Guest may not transfer the room to other persons. Minors must be accompanied by a legal guardian and be in possession of an identity document (identity card or passport for minors). The legal guardian is obliged to present a document proving his/her legal entitlement, in particular if a hotel employee raises doubts about the relationship between a minor (different surnames of the minor and the parent/legal guardian). Examples of documents confirming legal guardianship are the child's birth certificate, power of attorney with a notarised signature, and court decision.
- 6. The Hotel reserves the right to refuse to check in a guest who is unable to verify his/her identity with an identity card, passport or if any of the hotel's guests are not of legal age on the day of arrival.



- 7. The Hotel may refuse to accommodate a Guest who, during a previous stay, grossly violated the hotel regulations, in particular by causing damage
 - to the property of the Hotel or its Guests, or causing damage to the person of another Guest, a Hotel employee or other persons staying at the Hotel, or otherwise disrupting the peaceful stay of the Guests or the operation of the Hotel.
- 8. The Hotel reserves the right to refuse to check in a Guest who, upon arrival at the Hotel, behaves aggressively, is under the influence of intoxicants or alcohol, or whose behaviour gives reason to believe that his/her stay at the Hotel will constitute a danger to the Hotel employees or other guests or to the Guest himself/herself.

III. RULES OF STAY

- 1. The Hotel observes a noise curfew from 10:00 p.m. to 6:00 a.m. The behaviour of Guests and persons using the Hotel's services should not disturb the peaceful stay of other Guests. The Hotel may refuse to provide further services to a person who violates this rule.
- 2. Each time when leaving the room, the Guest should check that the door is locked, and at check-out leave all received keys at the Reception. The Hotel Guest bears material responsibility for any damage and destruction of the Hotel's equipment and technical devices caused by the Guest or his/her visitors.
- 3. The Hotel will charge the Guest:
 - a) for damage to hotel bedding, the amount of PLN 300.00,
 - b) for smoking including cigarettes, electronic cigarettes and medical marijuana at hotel PLN 1,000.00,
 - c) for other damage in the room or in other parts of the hotel, the amount corresponding to the costs of repairing the damaged or destroyed items, as well as the lost profits resulting from the exclusion of the room from service.
 - d) for breaking the night noise curfew, the amount of PLN 500.00,
 - e) for unjustified calls to emergency services (fire brigade, ambulance, police, etc.), the amount charged by such services,
 - f) others, if they are incurred by the hotel due to an act or omission of the Guest.
- 4. Additional charges are payable at check-out and, in the event of non-payment, within 7 days of check-out or when requested.
- 5. It is forbidden to use heaters, irons and other electrical appliances not constituting room equipment, except for chargers and power supplies, in the hotel rooms.
- 6. Guests are obliged to observe the rules of social coexistence and to stay in the common areas of the hotel in a manner that does not disturb the comfort of others.



IV. LIABILITY OF THE HOTEL AND THE GUEST

- 1. Documents, cash and other valuables should be kept in the safe in the hotel room.
- Items left by the departing Guest in the hotel room will be sent back to the address indicated by the Guest at the Guest's expense. In the absence of such an instruction, the Hotel will store these items for 3 months. After this time, it will dispose of them. The hotel does not store food and beverages items.
- 3. The Hotel is not responsible for unsecured items left outside the safe, nor for items stored contrary to the safe's instructions.
- 4. It is forbidden to bring dangerous, toxic, or flammable substances, the possession of which is illegal in Poland, to the hotel premises, and other substances that may pose a threat to the guests and other people staying at the hotel.
- 5. The Hotel is not responsible for photographs taken in the facility and made available online by third parties not connected with the Hotel.

V. PETS

- 1. The Hotel accepts the stay of pets. The Hotel must be notified about the stay of a pet at the time of booking or at check-in.
- 2. The Hotel charges a fee for pets, per animal, according to the current rates available on the website.
- 3. Animals must be under the constant care of the Guest and cannot be left unattended in the room. In all public areas outside the hotel room (indoors and outdoors, including terraces, patios, and gardens, etc.), animals must be kept on a lead or, alternatively, carried in a special pet carrier. The unauthorised movement of animals in any common areas of the Hotel is forbidden, even when there is no one there except the Guest and the animal.
- 4. In the common areas of the Hotel, animals are only allowed at the Guest's table/seat and only on the floor. The Guest is obliged to ensure that the animal is kept within the area of the table occupied by the Guest. Animals may only stay on the floor/bed/ground and not on chairs, tables, sofas or any other furniture.
- 5. Each animal staying in the hotel (inside or outside) is provided with a bowl of water by the Hotel staff after consultation with the owner of the animal concerned.
- 6. Animals are not allowed in the food serving area (so-called buffets), in which case, the Guest is obliged to leave the animal at the table he/she occupies.
- 7. In the case of blind persons with assistance dogs, the above restriction on food serving areas does not apply.
- 8. The Guest is fully responsible for any damage caused by the animal and for its cleanliness and behaviour.

VI. SERVICES AND MONITORING

1. 2Hotel provides services according to its category and standard. Detailed categorisation requirements can be found under the link: https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20170002166/O/D20172



166.pdf. In the event of complaints regarding the quality of services, the Guest is requested to report them to the Reception as soon as possible.

- 2. At the Guest's request, the Hotel provides the following services free of charge:
 - a) a wake-up call at the appointed time,
 - b) information related to the stay and travel,
 - c) luggage storage (limited to the duration of the Guest's stay).
- 3. A video surveillance system is installed in the Hotel. The monitoring serves to improve the safety of hotel guests. Surveillance data is stored from 3 to 14 days depending on technical capabilities. Surveillance data can be made available at the written, justified request of the relevant public services.

VII. PERSONAL DATA

The Guest's personal data is processed by the Hotel in accordance with the applicable legislation, including GDPR, and the information clause, which the Guest is obliged to read at the latest during check-in. The clause is available at the Reception and on the Hotel's website.

IV. ROOFTOP BAR ETHER - RULES OF USE

- 1. Bar Ether is open to persons aged 21 and over.
- 2. The staff reserves the right to ask underage persons to leave the premises, in particular persons under 18.
- 3. Persons under the age of 21 may only remain on the premises under the supervision of a parent or legal guardian.
- 4. Smoking, including electronic cigarettes and medical marijuana, is strictly prohibited.
- 5. <u>Amateur photography for private purposes</u> using a mobile phone or private camera (without flash and without additional equipment such as a tripod, reflector, etc.) may not take place in a manner that infringes on the space, privacy and peace of other guests.
- 6. <u>Commercial and professional photo sessions</u> using professional equipment and operated by an external photographer may only take place with the consent of the hotel management. A request for a commercial photo session must be made at least 5 working days before the planned photo shoot.
- 7. Animals are not allowed in the Ether bar.