

REGULATIONS FOR USING THE FACILITY
"GORCOWIECZKA DOM NAD DOLINĄ"

§1

Subject of the Regulations and general provisions

1. The Regulations for the use of the "GORCOWIECZKA Dom Nad Doliną" facility - hereinafter referred to as "GORCOWIECZKA" (hereinafter referred to as the Regulations) have been developed to ensure a safe and pleasant stay of all persons using the "GORCOWIECZKA" facility (hereinafter referred to as the Facility) and comprehensively define the subject of the contract concluded between the Landlord and the Tenant, the responsibility and the rules of staying on the premises of the Facility.
2. Whenever these Regulations refer to the Facility, it should be understood as the property of the Landlord, developed with a residential building together with the accompanying infrastructure, located in Tylmanowa at the address: Osiedle Płapnie 202T, 34-451 Tylmanowa, used to conduct business activities by the Landlord.
3. The facility is run by the Lessor - Paulina Gałka, running a business under the name: GORCOWIECZKA Paulina Gałka, registered in the Central Registration and Information on Business, NIP: 6772315942, REGON: 543260551, address for delivery: Osiedle Padół, no. 257E, 34-451 Tylmanowa, e-mail: paulina@gorcwieczka.pl ; rezerwacja@gorcwieczka.pl tel.: +48 600-101-896 or +48 662-140-811, bank account number: 62 2490 0005 0000 4000 5818 9322. The facility is entered under no. 73 by the Mayor of the Ochotnica Dolna Commune in the register of other facilities in which hotel services are provided, run in accordance with the currently applicable regulations by the Mayor of the Ochotnica Dolna Commune.
4. The regulations are available:
 - on the website www.gorcwieczka.pl
 - at the Landlord's.
5. The Regulations apply to all Tenants and other persons staying on the premises of the Facility. By signing the registration card, the Tenant confirms acceptance of these Regulations and its provisions, thus confirming the content of the contract concluded with the Landlord.
6. The lease of the Facility is short-term and does not serve to satisfy the Tenant's permanent housing needs, and therefore the provisions of the Act of June 21, 2001 on the protection of tenants' rights, municipal housing resources and amending the Civil Code do not apply to it.
7. The Landlord does not provide the Tenant with any additional services, in particular hotel, transport, tourist or catering services. The price of the services provided by the Lessor does not include insurance.
8. The Landlord is not responsible for any inconvenience caused by independent suppliers caused by e.g. temporary lack of water, electricity or Internet.

§ 2
Facility Reservation

1. Inquiries regarding the availability of the Facility can be made:
 - 1) by e-mail to the following address: rezerwacja@gorcwieczka.pl ,
 - 2) by phone at: +48 600-101-896,

2. The rental applies to the entire Facility for a maximum of 9 people. At the Tenant's request when making the reservation and with the prior consent of the Landlord, it is possible to accommodate 11 people. The minimum rental time includes: 2 days, the Landlord sets a different minimum rental time at its discretion, depending on the season and planned occupancy.
3. In order to make a reservation, the Tenant is obliged to pay an advance payment of 50% of the fee for the entire rental period, which will take place after the availability of the Facility is confirmed by the Landlord or a person authorized by the Landlord.
4. The advance payment should be made to the Landlord's bank account indicated in § 1 section. 3 above.
5. The reservation is considered made after the availability of the Facility is confirmed by the Landlord or a person authorized by the Landlord and at the moment the funds constituting the advance payment are credited to the Landlord's account.
6. The Landlord will confirm the reservation to the Tenant immediately after receiving the advance payment amount by phone or e-mail.
7. Making a reservation and paying an advance payment is tantamount to acceptance of the provisions of these Regulations by the Tenant.
8. The Tenant is obliged to inform the Landlord about the planned time of arrival at the Facility.
9. If it is impossible to arrive at the previously agreed time, the Tenant is obliged to immediately notify the Landlord.
10. If the Tenant shortens the stay period, the amount due for the unused rental period is not refunded.

§ 3 Cancellation of the Facility reservation

1. Cancellation of the rental must be reported at least 7 days before the date of stay, without incurring additional costs, by e-mail to the following address: rezrewacja@gorcwieczka.pl, providing the bank account number to which the advance payment will be refunded. In the case of stays during Christmas, New Year's Eve and Easter or other periods indicated by the Landlord, this period is increased to 30 days.
2. In the event of cancellation of the reservation less than 7 days before arrival (30 days during Christmas, New Year's Eve, Easter and others), the advance payment or the entire amount paid will be forfeited to the Landlord, unless the Landlord rents the Facility for an amount not lower than the amount agreed with the original Tenant, in which case he is obliged to return the advance payment to the Tenant in full or in the part for which the Facility was actually rented.

§ 4

Fees and deposit

1. Before handing over the Facility on the agreed date of commencement of the stay in the Facility, the Tenant is obliged to pay the fee for the entire rental period, less the advance payment referred to in § 2 section 3 of the Regulations.
2. For all unpaid amounts related to the lease (in particular to cover any damage to the equipment of the Facility or the Facility), the Tenant will additionally pay the Landlord a deposit of PLN 1,000 along with the fee for the entire rental period.
3. If the deposit does not cover the entire damage caused to the Landlord, he may claim additional compensation.

4. The deposit is payable by the Tenant in cash on the day of arrival and returned in cash on the day of departure.

§ 5

Release and return of the Object

1. The delivery and return of the Facility takes place at the hours agreed with the Landlord.
2. If no other time has been agreed, the Facility will be handed over to the Tenant on the day of commencement of the stay at the Facility no earlier than 4:00 p.m., and the Facility will be returned to the Tenant on the last day of the stay no later than 10:00 a.m.
3. The Facility is handed over to the Tenant for use after completing and signing the registration card, paying the deposit, by signing the handover and acceptance protocol by the Tenant and the Landlord or a person authorized by the Landlord, handing over the keys to the Facility and familiarizing the Tenant with its equipment. Comments regarding damage to the Facility should be reported to the Landlord when signing the above-mentioned. protocol. Failure to submit comments regarding the technical and orderly condition at the time of handing over the Facility is tantamount to the fact that the Facility was put into use in an unobjectionable condition.
4. The Facility is returned on the last day of the Tenant's stay at the Facility by signing the delivery and acceptance protocol by the Tenant and the Landlord or a person authorized by the Landlord and returning the keys to the Facility.
5. The delivery and return of the Facility takes place in the presence of the Landlord or a person authorized by the Landlord.
6. Cleaning of the Facility is included in the rental price provided that it is delivered to the following standard:
 - all house furnishings (chairs, tables, beds, etc.) are in their places,
 - fridge emptied of food,
 - the external surroundings of the Facility cleared of any garbage.
7. If the Facility is not passed in accordance with the standard described in section 6, cleaning costs amount to PLN 400 and will be deducted from the deposit referred to in § 4 of the Regulations.

§ 6

Rules for using the Facility and obligations of the Tenant

1. The Facility may be used by persons in the number agreed with the Landlord when making the reservation. If the agreed number of people using the Facility is exceeded, the Landlord reserves the right to immediately terminate the rental agreement without the need to refund any previously paid amounts.
2. The Tenant may not sublet the Facility or hand it over to third parties for use.
3. The Tenant is obliged to use the Facility in accordance with its properties and intended use. The Tenant should use variable footwear inside the Facility (it is not allowed to wear footwear such as mountain shoes, ski boots, snowboard boots or other shoes inside the Facility that could scratch or damage the surface of the stairs and floor).
4. The Tenant and other persons using the Facility are obliged to comply with fire safety rules. Due to fire protection requirements, it is prohibited to use any devices or devices powered by electricity or gas in the Facility, which are not part of the equipment of these rooms and which may create a fire hazard, e.g. electric heaters, radiators, gas burners. It is prohibited to bring flammable materials, explosives, fireworks and materials with an unpleasant odor into the Facility. In the event of failure to comply with any of the

obligations described in this section, the Tenant will pay the Lessor a contractual penalty in the amount of PLN 500 for each case identified by the Lessor.

5. The Tenant cannot make any changes to the interior design of the Facility. The Tenant has no right to make any repairs or make any expenditures or changes to the Facility. The Tenant is obliged to immediately inform the Landlord about the need to make repairs or expenses. On the last day of the stay, the Tenant is obliged to return the Facility together with the devices and equipment to the Landlord in a non-deteriorated condition, taking into account normal wear and tear.
6. Smoking tobacco, tobacco products, candles, incense sticks, etc. and using open fire in the Facility are prohibited. There are smoke and carbon monoxide detectors installed in the facility; each activation or attempt to remove them is monitored electronically by the Lessor. If a smoke detector is activated or an attempt is made to remove it, it is presumed that this provision of the Regulations has been violated. In the event of failure to comply with the obligation specified in this point, the Tenant will pay the Lessor a contractual penalty in the amount of PLN 500 for each case identified by the Lessor.
7. The Tenant is obliged to observe quiet hours from 22:00 to 7:00. In the event of failure to comply with the obligation specified in the previous sentence, the Tenant will pay the Lessor a contractual penalty in the amount of PLN 500 for each case identified by the Lessor.
8. If the Tenant wishes to organize a bonfire or barbecue on the premises of the Facility, the Tenant must first agree this fact with the Landlord.
9. The Landlord is not liable for any damage resulting from the use of the Facility contrary to its intended purpose, as a result of failure to follow the Landlord's recommendations or instructions for use, or as a result of lack of proper supervision over minors accompanying the Tenant.
10. Each time when leaving the Facility, the Tenant should, for safety reasons, turn off electrical appliances such as the stove, oven, TV, turn off the lights, close the taps, close the windows and entrance doors.
11. The dry sauna, jacuzzi, heating and hot water heating are remotely controlled. Tampering with the devices indicated in the previous sentence, as well as with Termofol thermoregulators, is prohibited, and the need to change the settings of these devices should be reported to the Lessor in order for him to change them. Attention !!! Independent manipulation of the control of the above devices may lead to the power supply being cut off in the building and the impossibility of restoring it in time for normal use of the facility. In such a case, the Lessor is not liable for any damage resulting from the lack of electricity supply to the facility.
12. Due to fire safety and the risk of damage to health, it is strictly prohibited:
 - entering the technical room located on the ground floor without the consent of the Lessor;
 - changes in any parameters of electrical devices;
 - starting the sauna yourself (the sauna is turned on remotely on time and at hours agreed with the Landlord, no longer than 3 hours a day);
 - burning in the tiled fireplace and wood stove in the SPA zone with fuel other than wood provided by the Lessor;
 - smoking in the fireplace and wood stove in the SPA zone, lighting a barbecue or bonfire by persons under 18 years of age, and persons under 18 years of age staying directly next to these devices without adult supervision;
 - the fireplace and wood stove in the SPA zone become very hot - you should be especially careful when using these devices and staying in their area. The door of the stove in the SPA zone closes automatically after opening, you should be especially careful when adding wood to the stove.

- removing electronic locks securing the sauna, jacuzzi, and heating thermoregulators;
- due to the risk of overheating of the Terfol system, it is prohibited to leave items on the floor that block the heat flow from the floor installation, in particular large suitcases, blankets, bedding and other items covering the floor. Suitcases should be placed only in designated places indicated by the Lessor;
- dismantling the jacuzzi casing - due to the system used for constant testing of water parameters and automatic dosing of pool chemicals, there are highly toxic chemicals under the cover that pose a real threat to health and life;
- lighting a fire or using a barbecue outside designated areas;
- leaving a burning fire or barbecue unattended by an adult;
- throwing the ash away before it has completely extinguished and cooled down into a container other than the one designated for this purpose;

13. The Tenant assumes risk and responsibility for the safety of persons under 18 years of age on the premises of the Facility.

14. The owner of the Facility is not responsible for items left in the Facility.

15. The designated parking space on the premises of the Facility does not constitute a guarded parking lot. The Lessor is not responsible for theft, destruction or damage to motor vehicles or other vehicles belonging to the Tenant.

16. The Landlord or a person authorized by him has the right to enter the Facility and its interior at any time.

§ 7

Rules for using the dry sauna and jacuzzi in the Facility

1. The dry sauna can be used by persons over 18 years of age, subject to the provisions below.
2. The jacuzzi can be used by persons over 18 years of age and children over 7 years of age only under the supervision of an adult, subject to the provisions below.
3. It is recommended to use the sauna completely naked and wrap your body in a dry towel - a swimsuit retains sweat on the body and may cause skin irritation. The dry towel should be placed so that no part of the body comes into contact with the wooden surface or floor.
4. Only people whose ailments do not constitute contraindications to using them can use the dry sauna and jacuzzi. The Landlord is not responsible for the health effects of staying in a dry sauna and jacuzzi. In particular, the following people cannot use the dry sauna and jacuzzi:
 - 1) suffering from any skin ailments and other diseases in accordance with the doctor's contraindications (cold, flu, fever, mycosis, skin diseases, acute phase of rosacea, hypertension, varicose veins, ulcers, kidney failure, lung diseases, asthma, venereal diseases, epilepsy, glaucoma, colorblindness, heart diseases, acute and chronic diseases, thyroid gland, tumors, infectious foci, e.g. toothache)
 - 2) pregnant women,
 - 3) persons under the influence of alcohol or other intoxicants.

Users of the sauna or jacuzzi are obliged to consult their own doctor in case of any doubts regarding their health condition before using the above devices.

5. Before entering the sauna, you must remove all metal objects (e.g. earrings, jewelry, chains, watches), as they may cause burns. You should not wear glasses or contact lenses in the sauna. A maximum of 5 people can stay in the sauna cabin at the same time.

6. One bath cycle lasts about 25 minutes: 8 - 12 minutes of staying in a hot room, followed by 8 - 12 minutes of gradual cooling of the body with water (in the second and third cycle, staying in a hot room should not be longer than 10 minutes).
7. While staying in a dry sauna, do not apply any creams to your body or face, as this reduces the surface of the body that releases sweat.
8. In order to adapt the circulatory system to function properly in a standing position, it is advisable to adopt a sitting position with lowered legs in the last 2-3 minutes of staying in the sauna.
9. After the sauna, it is recommended to rest for about 20-30 minutes. It is advisable to drink mineral waters or juices in moderate amounts (approximately 0.5–1 l).
10. No more than 5 people can stay in the jacuzzi at the same time.
11. Any irregularities in the dry sauna and jacuzzi should be immediately reported to the Landlord.
12. For safety reasons, the permissible temperature in a dry sauna is 85°C or 90°C.
13. Entering the sauna twice for about 15 minutes. is a sufficient treatment for the body. Staying longer is dangerous to your health.
14. Persons staying in the jacuzzi are especially prohibited from:
 - 1) causing a situation that threatens your own safety and the safety of people using the bathtub or may cause an accident;
 - 2) use of the jacuzzi when access to the bathtub is prohibited;
 - 3) pushing people into the bathtub;
 - 4) bringing any objects or chemicals into the bathtub, e.g. shampoos, soap, oils, bath salts, etc.;
 - 5) immersion of the head and face;
 - 6) tampering with nozzles and knobs is prohibited;
 - 7) pouring water from the jacuzzi.
15. The water depth in the jacuzzi is 0.70 m.
16. Prolonged use of a jacuzzi or dry sauna may cause the body to overheat. symptoms include: convulsions, sudden drop in blood pressure, dizziness, fainting. If your well-being deteriorates or you have any health concerns related to your stay in a jacuzzi or dry sauna, please consult your doctor. If you have any doubts about your health status allowing you to use the sauna, please consult your doctor.
17. It is prohibited to dirty the water in the jacuzzi or to pour water out of the jacuzzi to an extent that it stops the filtration or the dispensing of pool chemicals (below the minimum level as marked). In the event of failure to comply with the obligation indicated in the preceding sentence, the Lessee will pay the Lessor a contractual penalty of PLN 1,000 for each instance identified by the Lessor.
18. The time of using the sauna included in the price of the stay is limited to 3 hours per day, including the warm-up time, which is approximately 1 – 1.5 hours. The sauna session must end no later than 10 p.m. and start no earlier than 10.00 a.m.

§ 8

Tenant's liability

1. The Tenant is fully liable for any damage to the Facility and its premises, in particular in the form of damage or destruction of equipment and technical devices of the Facility, as well as damage caused to third parties - due to the fault of the Tenant or the fault of persons accompanying him or visiting him.
2. The tenant on the terms described in section 1 above is fully responsible for the persons staying with him (including children). Children under 18 years of age should be under the constant supervision of their legal guardians throughout the Facility. Parents of

small children are obliged to provide waterproof mats to protect the mattress against getting wet and dirty, otherwise the Tenant will cover the cleaning costs.

3. The Lessor has the right to cover the damage and any liabilities specified in the Regulations from the deposit received.
4. Legal guardians and the Tenant are jointly and severally liable for any damage resulting from the actions of children in accordance with the principles set out in generally applicable law.
5. The Tenant should inform the Landlord about the damage immediately after it occurs.
6. The Landlord may charge the Tenant after his departure for any damage he caused to the Facility, which he did not discover when returning the Facility to him.
7. In the event of a violation of the provisions of the Regulations, the Landlord is entitled to terminate the lease agreement with immediate effect and the Tenant is obliged to immediately leave the Facility. The Landlord is entitled to terminate the lease agreement with immediate effect also if the Tenant uses the Facility contrary to its intended purpose or neglects his duties, causing damage, or destroys devices or equipment in the Facility or violates domestic and neighborly order. In the cases indicated above, the Tenant is obliged to immediately comply with the Landlord's requests, settle any amounts due for previous services, pay for any damage and leave the Facility, and the Landlord is not obliged to refund the Tenant for the unused period of stay.
8. Regardless of any contractual penalties stipulated in these Regulations, the Lessor has the right to claim compensation exceeding the amount of contractual penalties on general principles. Any contractual penalties stipulated in these Regulations may be claimed for each title separately and may be combined and may be deducted from the deposit referred to in § 4 of the Regulations.

§ 9

Tenant's stay with a pet

It is forbidden to keep any animals on the premises of the Facility, with the exception of assistance dogs within the meaning of the Act of August 27, 1997 on vocational and social rehabilitation and employment of disabled persons. In case of non-compliance with the above-mentioned ban, the Tenant will pay the Landlord a contractual penalty in the amount of PLN 500 for each case/day of stay with an animal confirmed by the Landlord.

§ 10

Complaint procedure and out-of-court methods of resolving disputes

1. The Tenant has the right to submit complaints regarding the legal relationship between him and the Landlord.
2. A complaint may be submitted by the Tenant:
 - a) in writing to the delivery address: Osiedle Padół, No. 257E, 34-451 Tylmanowa,
 - b) in electronic form via e-mail to the following address: rezerwacja@gorcwieczka.pl ;
3. It is recommended that the Tenant provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the deficiency and (2) contact details of the person filing the complaint - this will facilitate and speed up the consideration of the complaint.
4. The Landlord will respond to the complaint received from the Tenant in writing or via e-mail, if the Tenant provided an e-mail address for this purpose. The Landlord will respond to the Tenant's complaint within 14 days from the date of its receipt, unless separate provisions provide otherwise.

5. Information on out-of-court methods of dealing with complaints and pursuing claims is available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, provincial inspectorates of the Trade Inspection and at the following addresses of the Office of Competition and Consumer Protection:
 - a) www.uokik.gov.pl/spory_konsumenckie.php,
 - b) https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php,
 - c) www.uokik.gov.pl/sprawy_zdrowie.php.
6. A Tenant who has the status of a Consumer may obtain free assistance in the matter resolving an individual dispute between him and the Landlord, using free legal assistance of a municipal or district consumer ombudsman or a social organization whose statutory tasks include consumer protection.
7. A consumer is a natural person who concludes a legal transaction with an entrepreneur that is not directly related to his or her business or professional activity (Article 221 of the Civil Code).
8. The Tenant who has the status of a Consumer has the opportunity to use out-of-court resolution of a dispute arising between him and the Landlord, i.e.:
 - a) may apply to the provincial inspector of the Trade Inspection to initiate proceedings for out-of-court resolution of the dispute,
 - b) may apply to the permanent arbitration court operating under the provincial inspector of the Trade Inspection to resolve the dispute.
9. The Landlord informs that the list of institutions dealing with out-of-court resolution of consumer disputes, along with information on the types of cases dealt with by individual entities, is available on the website of the Office of Competition and Consumer Protection (UOKiK) at <https://polubowne.uokik.gov.pl/instytucje,4,pl.html>. At the President of the Office There is also a contact point for Competition and Consumer Protection out-of-court resolution of consumer and online disputes system for resolving consumer disputes, the tasks of which include, among others: including providing assistance to consumers in out-of-court matters resolving consumer disputes.
10. A Tenant who has the status of a Consumer may use the online platform consumer dispute resolution system (so-called ODR platform). Via the ODR platform you can submit a complaint about goods or services purchased online, both at home and abroad. This is done by completing an electronic form and finding the appropriate entity that will resolve the dispute. The landlord provides a link to the ODR platform <https://ec.europa.eu/consumers/odr/main/?event=main.complaints.new&complainttype=1&consumer-question3=N>
11. The use by the Tenant who has the status of a Consumer of the available out-of-court methods of dealing with complaints and pursuing claims is possible after the complaint procedure is completed by the Landlord and is voluntary, which means that both parties must consent to such proceedings.

§ 11

Final provisions

1. The parties submit all disputes and claims arising in connection with the Facility rental agreement to the exclusive jurisdiction of Polish courts. The jurisdiction of any foreign judicial or extrajudicial authorities is excluded.
2. The Parties consider the binding provisions of generally applicable Polish law to be exclusively applicable to the Facility lease agreement binding them and to any claims related thereto.
3. In matters not regulated in these Regulations, the relevant provisions of generally applicable law, including the Civil Code, shall apply.
4. Any disputes between the Tenant and the Landlord will be resolved amicably, and in the event of a disagreement, the court competent for the seat of the Landlord will be the court competent for the registered office of the Landlord.
5. The Landlord reserves the right to make changes to these Regulations, but these changes do not apply to contracts concluded based on reservations made before the date of entry into force of the amendment to the Regulations.
6. The Regulations enter into force on December 23, 2025.

Paulina Gałka

**Owner
Gorcowieczka
Dom nad Doliną**

December 23, 2025.