

HOTEL TERMS & CONDITIONS

§1

SUBJECT OF THE TERMS & CONDITIONS

1. These Terms & Conditions define the subject of service provisions, liability and rules of liability for staying at the Hotel Indigo Krakow - Wawel Castle (hereinafter referred to as the Hotel) and form an integral part of the agreement, conclusion of which takes place by signing a registration form (hereinafter referred to as the Agreement), subject to § 2 of the Terms and Conditions. By signing the registration form, the Hotel Guest (hereinafter referred to as the Guest) confirms that they have read and accept the terms of these Terms and Conditions.
2. The Hotel is run by Howell Estates, with its registered office in Krakow (30-719), at Gromadzka 46 Str., entered into the Register of Entrepreneurs of the National Court Register, maintained by the District Court for Kraków-Śródmieście in Kraków, 9th Commercial Division of the National Court Register, under National Court Register (KRS) number: 0000875006, Tax Identification Number (NIP): 6751413237, National Business Registry Number (REGON): 120894786 (hereinafter referred to as the Hotel), service address: Stradomska 25 Str., 31-068 Kraków, e-mail: info@indigokrakow-wawel.pl, tel.: + 48 12 335 7800.
3. The Terms and Conditions are available: (I) on the website: <https://indigokrakow-wawel.pl/>, (II) at the Hotel reception.

§2

RESERVATIONS

1. Reservations for hotel stays can be made online via the IHG reservation system available at: <https://www.ihg.com/hotels/pl/pl/reservation>, the IHG Hotels & Rewards mobile app, the IHG Hotels & Rewards telephone reservation office (CRO), directly at the hotel via email or telephone, and on the websites of IHG-authorized intermediaries. Reservations made via the IHG website, IHG app, CRO, and intermediary websites are made regardless of the provisions of these Terms and Conditions, under the terms and conditions set forth by the entities operating these systems.
2. After making a direct reservation, a hotel employee will send a confirmation of the reservation, including the reservation number and information on the cancellation policy, the amount and due date for the advance payment, and any required forms of reservation guarantee.
3. If the advance payment is not paid within the time specified in the reservation confirmation, the reservation will be canceled by the hotel.

4. The Hotel may also offer non-guaranteed reservations that do not require a deposit prior to arrival or other forms of guarantee. Such reservations may be canceled by the Hotel after the deadline specified in the booking confirmation.
5. Guests are entitled to cancel their reservation free of charge within the deadline specified in the booking confirmation. If the reservation is canceled within this deadline, the Hotel will refund the deposit paid in full. Cancellations made directly with the Hotel should be made via email to: info@indigokrakow-wawel.pl.
6. If a reservation is canceled after the deadline specified in the confirmation, the deposit is non-refundable.
7. If a Guest fails to check-in by 12:00 PM on the day following the arrival date, the reservation for the remainder of the planned stay will be canceled, and the deposit will be non-refundable. In case of non-payment of the advance payment, the Hotel reserves the right to charge the Guest's payment card provided during the booking process as a guarantee for the first night's stay.
8. The Hotel reserves the right to block funds on the payment card provided by the Guest during the booking process to secure payment for the entire stay. The Guest hereby authorizes the Reception representative to debit the Hotel's payment card.
9. Pursuant to Article 38, Section 1, Item 12 of the Act of 30 May 2014 on Consumer Rights, the Guest does not have the right to withdraw from a Distance Agreement under this paragraph.

§3

HOTEL NIGHT

1. The Guest specifies the date of their stay at the Hotel.
2. Check-in begins at 3:00 PM on the first day and ends at 12:00 PM on the following day. It is possible to extend the check-in time, subject to room availability.
3. Extending the check-in time until 4:00 PM will result in a fee of half the room rate applicable on the day of departure. If the check-in time is extended by more than 4 hours, the Hotel reserves the right to charge 100% of the room rate from the offer selected by the Guest. Guests should notify the Reception desk by 9:00 AM on the day the room rental expires.

§4

STAY RESERVATION

1. The basis for registering a Guest's stay at the hotel is presenting a valid ID card or passport at the Reception Desk and signing the registration form. This obligation applies to every Guest staying in the room.
2. To ensure respect for children's rights, in particular the right to protect their dignity and freedom from all forms of abuse, the Hotel has implemented a Child Protection Policy. One of its procedures is to verify the child's identity and age based on the child's ID during the registration process.
3. If the Guest has not paid the full amount for the stay at the time of booking, the Guest is obligated to pay it at check-in. For services not paid in advance, such as use of the minibar,

on-site dining, massage services, and other services, the Hotel will collect a deposit in cash or in the form of a credit card pre-authorization, which will result in a hold on the Guest's account and will allow the Guest to use these services for a value corresponding to the deposit collected.

4. Guests not registered for a stay at the Hotel may stay in the hotel room from 7:00 AM to 10:00 PM.
5. Guests must not transfer the room to other guests, even if the period for which they paid the fee has not expired.
6. The Hotel may refuse to accommodate a Guest who, during their previous stay(s), grossly violated the Terms and Conditions, in particular by causing damage to the property of the Hotel or other Guests, causing bodily harm to other Guests, Hotel employees, or other persons staying at the Hotel.
7. If a Guest cancels their stay during the check-in period, the Hotel is not obligated to refund the fee for the remaining check-in period or the unused portion of the stay package.

§5

HOTEL SERVICES

1. The hotel provides services in accordance with its category and standard.
2. In case of any concerns regarding the quality of services, guests are asked to immediately report them to the Reception Desk, which will enable staff to respond and improve the standard of services provided.
3. The hotel provides guests with:
 - conditions for a full and uninterrupted rest within the purchased offer,
 - a safe stay, including maintaining the confidentiality of guest information,
 - professional and courteous service within the scope of the applicable offer,
 - room cleaning and necessary repairs to equipment during the guest's absence, and in the case of their presence, only with their consent and request.
4. Additionally, upon Guest request, the Hotel provides the following services free of charge:
 - Providing information related to the stay and travel,
 - Wake-up calls at an appointed time,
 - Luggage storage for guests checked-in at the Hotel (the Hotel may refuse to store luggage for dates other than the Guest's stay and items other than personal luggage).
5. Guests can use the following free of charge:
 - Spa & Wellness area (sauna, salt cave, relaxation area),
 - Gym,
 - Internet access as part of the basic package.

§6

GUEST LIABILITY

1. Children under the age of 12 must be under the constant supervision of their legal guardians while on the Hotel premises.
2. The Guest is fully financially liable for any damage or destruction of Hotel items, equipment, and technical devices caused by the Guest or visitors. Legal guardians will be financially liable for any damage caused by the children.
3. The Guest should inform the Reception Desk of any damage immediately upon discovery. The Hotel reserves the right to charge the Guest's credit card for any damage caused after their departure.
4. In case of a violation of these Terms and Conditions, the Hotel may refuse to continue providing services to the person who violates them. Such a person is obligated to immediately comply with the Hotel representative's instructions, settle the amount due for the services provided, pay for any damage, and leave the Hotel.
5. Upon leaving the room, the Guest should ensure that all windows and doors are locked.

§7

HOTEL LIABILITY

1. The Hotel is liable to the Guest under the terms of generally applicable law, including the Civil Code.
2. The Hotel is not liable for damage to or loss of motor vehicles (including cars) or other vehicles belonging to the Guest, or items left in them, left on the Hotel premises if the vehicles are parked in an unguarded parking lot.
3. The Hotel is liable for the loss or damage of money, securities, valuables, or items of scientific or artistic value only if these items are stored in the hotel room safe or are deposited at the Reception desk.
4. The Hotel reserves the right to refuse to accept high-value items, significant sums of money, or dangerous items that exceed the hotel's storage capacity.

§8

STAY WITH PETS

1. The hotel accepts pets: dogs and cats of small size and weighing no more than 10 kg. The hotel does not accept dogs of breeds considered aggressive according to the Regulation of the Minister of Internal Affairs and Administration of December 15, 1998.
2. Pets are allowed on the premises in designated areas: hotel rooms and the hotel lobby. Dogs are prohibited from entering the SPA area, restaurant, and café.

3. Pets are allowed to stay at the hotel for an additional fee, according to the applicable price list.
4. Pet owners are required to keep their pets in such a way that they do not pose a threat to other guests, staff, or other persons. In public areas of the hotel, pets must be kept on a leash or in appropriate cages or containers intended for transporting pets.
5. Only healthy pets are allowed in the hotel. Pet owners are required to have a health record booklet with current vaccinations and proof of deworming, and present it upon request to hotel staff.
6. Guests are required to remove any waste left by their pets in and around the hotel.
7. The hotel is not responsible for pets under the terms of the Civil Code.
8. A disabled person, accompanied by an assistance dog, has full access to and use of the hotel's services, including catering. Under the provisions on vocational and social rehabilitation and the employment of persons with disabilities, such use is conditional upon the assistance dog being equipped with a harness and the disabled person possessing a certificate confirming their assistance dog status and proof of required veterinary vaccinations. A disabled person is not required to muzzle the assistance dog or keep it on a leash.

§9

COMPLAINT PROCEDURE

1. Guests have the right to submit complaints if they notice any deficiencies in the quality of the services provided or in any other respect.
2. The Hotel is obligated to provide services free from any deficiencies or other defects.
3. Complaints may be submitted by the Guest:
 - in writing to the Hotel's delivery address, indicated in § 1, section 2 of these Terms & Conditions;
 - via email to: info@indigokrakow-wawel.pl
4. It is recommended that the Guest provide the following in the complaint description: (1) information and circumstances concerning the subject of the complaint, in particular the type and date of the deficiency or other defect, and (2) contact details of the complainant – this will facilitate and expedite the Hotel's processing of the complaint. The requirements specified in the preceding sentence are recommendations only and do not affect the effectiveness of complaints submitted without the recommended complaint description.
5. The Hotel shall respond to complaints received from the Guest and inform them of the complaint resolution process, in particular in writing or by email if the Guest has provided an email address for this purpose. The Hotel shall respond to the Guest's complaint within 14 days of its receipt, unless separate provisions provide otherwise.

§ 10

AMICABLE (OUT-OF-COURT) METHODS OF EXAMINING COMPLAINTS AND PURSUING CLAIMS AS WELL AS RULES OF ACCESS TO SUCH PROCEEDINGS

1. Detailed information on the possibility for a Guest who is a consumer to use extrajudicial methods of settling complaints and pursuing claims as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following websites of the Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory_konsumenckie.php

http://www.uokik.gov.pl/sprawy_indywidualne.php

http://www.uokik.gov.pl/wazne_adresy.php

2. A Guest who is a consumer has the following exemplary options for using out-of-court complaint and claim settlement methods:
 - a) The Guest is entitled to refer a dispute arising from the concluded Agreement to a permanent consumer arbitration court, as referred to in Article 37 of the Act of December 15, 2000, on the Trade Inspection. The regulations for the organization and operation of permanent consumer arbitration courts are specified in the Regulation of the Minister of Justice of July 6, 2017, on the regulations for the organization and operation of permanent arbitration courts at the provincial inspectorates of trade inspections.
 - b) The Guest is entitled to refer a dispute to the provincial inspector of the Trade Inspection, in accordance with Article 36 of the Act of December 15, 2000, on the Trade Inspection, to initiate mediation proceedings to amicably resolve the dispute between the Guest and the Hotel. Information on the rules and procedures for mediation conducted by the Provincial Inspectorate of Trade Inspection is available at the offices and on the websites of individual Voivodeship Inspectorates of Trade Inspection;
 - c) Guests may obtain free assistance in resolving disputes between the Guest and the Hotel, also using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g., the Consumer Federation, the Association of Polish Consumers); advice is provided by the Consumer Federation on the toll-free consumer hotline number 800 007 707 and by the Association of Polish Consumers at the email address: porad@dlakonsumentow.pl.
 - d) The Guest may use the European ODR (Online Dispute Resolution) platform, available at: <http://ec.europa.eu/consumers/odr>, which facilitates independent, impartial, transparent, effective, fast and fair out-of-court online resolution of disputes between consumers and traders, in accordance with the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (OJ EU L No 165, p. 1).

§ 11

ADDITIONAL PROVISIONS

1. The hotel has a curfew from 10:00 PM to 6:00 AM the following day.
2. Children under 17 years of age stay free of charge in their guardian's room, provided they have available beds. If the room is equipped with an extra bed, a fee applies according to the hotel's price list. A cot for children under 3 years of age can be requested free of charge, subject to availability, by contacting the hotel reception.
3. Paid parking spaces are available on the hotel premises in the underground car park and in front of the hotel entrance from 8 Św. Agnieszki Street. Parking spaces are limited and require advance reservation, providing the car's registration number. Failure to make a reservation does not guarantee the availability of parking spaces.
4. Pursuant to the Act of 9 November 1995 on the Protection of Health against the Effects of the Use of tobacco and tobacco products, smoking is strictly prohibited on the hotel premises. This ban also applies to all hotel rooms. Failure to comply with the above prohibition will result in a special fee of PLN 700 for room de-aromatization.
5. Hotel rooms are prohibited from storing hazardous materials, weapons, ammunition, flammable materials, explosives, or illuminating substances.
6. Personal belongings left in the hotel room by the Guest after departure will be sent to the address provided by the Guest at their expense. If such instructions are not received, the Hotel will store these items for a period of three months, after which they will be disposed of. Due to their nature, food items will be stored for a period of 24 hours.
7. The conduct of soliciting, door-to-door sales, and gambling activities is prohibited at the Hotel.
8. The Guest will not, and the Hotel will not, allow the creation of excessive noise on the Hotel premises, unpleasant odors escaping from the hotel room, or otherwise disturbing, harming, or irritating other Guests.
9. Apart from minor rearrangements of furniture and equipment that do not compromise their functionality and safety, Guests are not permitted to make any changes to hotel rooms.
10. Guests are not permitted to use any devices or objects that may pose a risk of damage to hotel property or other Guests, in particular devices that could cause fire or flooding.
11. The use of kettles and other devices provided in individual rooms is permitted in the hotel room.
12. The competent court for resolving disputes between Guests and the Hotel is a common court, as defined by generally applicable law, issues related to the processing of Guest's personal data are regulated in the Hotel's Privacy Policy.
13. These Terms and Conditions are effective from July 1, 2025.