MIODOWA KLINIKA

Longevity Centre

TERMS AND CONDITIONS OF STAY AT MIODOWA KLINIKA

§ 1. Definitions

1. For the purposes of these Terms and Conditions:

a) “Property” means Miodowa Klinika, including its rooms, common areas, restaurant, car park, SPA Area and other infrastructure owned by or at the disposal of the Property;

b) “Guest” means a person for whom a booking has been made, a person using the Property's services or a person named in a booking;

c) “Visitor” means a person temporarily present at the Property with the Guest's consent, without the right to stay overnight or to use a room as an accommodated person;

d) “Additional Occupant” means a person using a room or remaining at the Property in a manner indicating an overnight stay or a stay extending beyond an ordinary visit;

e) “Room” means an accommodation unit together with its furnishings and equipment;

f) “Hotel Day” means the period from 15:00 on the first day of the stay until 11:00 the following day;

g) “Booking Fee” means the portion of the price of the stay paid when booking and credited towards that price, rather than an earnest-money deposit (zadatek), unless the specific offer expressly provides otherwise;

h) “Additional Services” means, in particular, SPA treatments, massages, rituals, paid use of the car park, catering services and other services not included in the basic price of the stay;

i) “SPA Area” means the swimming pool, saunas and other rooms or facilities designated by the Property;

j) “Price List” means the current list of prices available at Reception, at the location where a particular service is provided and, where applicable, on the Property's website.

2. References to “Reception” in these Terms and Conditions mean the Guest service point designated by the Property, as well as contact with the Property's staff through the communication channels currently provided.

§ 2. General provisions and nature of the Property

1. These Terms and Conditions set out the rules for booking, the provision of accommodation and additional services, stays, use of infrastructure, safety and liability.

2. An accommodation contract is concluded when the Property confirms the booking and the required Booking Fee has been paid, unless the terms of the specific offer provide otherwise.

3. Miodowa Klinika is a leisure property providing accommodation, recreational, preventive and wellness services. The Property is not a healthcare entity. The terms “health-promoting”, “wellness” and “preventive” describe the recreational nature of the services and do not denote diagnosis, therapy or healthcare services. These services do not replace medical consultation or treatment.

4. These Terms and Conditions are available at Reception, in rooms, at the entrances to the relevant areas and on the Property's website. Booking terms and the Price List are made available before the contract is concluded.

5. The Property accepts persons aged 16 and over, except for family bookings or other offers expressly permitting minors to stay.

6. A person under 16 may stay only under the care of a parent, legal guardian or another person authorised to provide care, and under a booking made within an offer permitting such a stay.

7. If, before the stay begins, it becomes apparent that the booking includes a minor although the offer does not permit this, and the person making the booking has supplied false or incomplete information, the Property may refuse admission or cancel the booking. In such a case, the Booking Fee is non-refundable, subject to mandatory provisions of law. Information about the age restriction is displayed before the booking is made.

§ 3. Hotel Day, opening hours and late check-out

1. The Hotel Day begins at 15:00 on the first day of the stay and ends at 11:00 the following day.

2. Current service hours are as follows: Reception 09:00-21:00; Restaurant 09:00-18:00; breakfast 09:00-11:00; dinner 16:00-18:00. Hours may change for important organisational, technical, sanitary or safety reasons. Current information is available at Reception, at the entrance to the relevant area or service location, and in the current offer. Changes to hours must not result in the withdrawal of a paid service without, where possible, offering a replacement service or making an appropriate financial adjustment in accordance with the law.

3. As a rule, the SPA Area is available as follows: swimming pool 07:00-21:00 and saunas 19:00-21:00. The operator may change these hours for important organisational, technical, sanitary or safety reasons. Current hours are displayed at Reception, at the entrance to the SPA Area and in the current offer.

4. SPA treatments take place according to booked appointment times and staff availability.

5. The car park is available 24 hours a day unless temporarily closed for technical, organisational or safety reasons.

6. Current opening hours of individual services and areas are displayed at the entrance to the relevant area, at Reception and in the offer. Availability may be temporarily restricted due to maintenance, breakdowns, sanitary requirements or safety requirements.

7. Late check-out requires prior approval from Reception and depends on room availability and the Property's operational arrangements. The Property is not obliged to grant approval.

8. Agreed late check-out is charged at PLN 50 for each hour commenced, unless the Price List or booking terms provide otherwise.

9. For remaining in the room after 11:00 without prior agreement, the Property may charge PLN 100 for each hour commenced, up to the price of one additional Hotel Day, without prejudice to the right to recover documented costs if the delay causes the postponement or cancellation of a subsequent booking.

§ 4. Booking, Booking Fee, payments and cancellation

1. A booking requires payment of a Booking Fee equal to 40% of the price of the stay. The Booking Fee forms part of the price of the stay and is credited towards it.

2. The remaining 60% of the price of the stay is payable before arrival or, at the latest, on the day of arrival when checking in at Reception.

3. Basic services comprise the services identified in the offer as included in the price of the stay. Additional Services are separate services and are charged in accordance with the Price List or the terms of the relevant offer.

4. Each Additional Service may have its own booking, payment, cancellation and no-show terms. These terms are presented to the Guest before booking and form part of the terms governing that service.

5. If the Guest cancels the booking before the stay begins, the Booking Fee is non-refundable, regardless of when cancellation takes place, subject to the Guest's rights under mandatory provisions of law.

6. Cancellation must be submitted in documentary form, in particular by email to recepcja@miodowaklinika.pl. An emailed cancellation is deemed delivered when the message reaches the Property's designated email address, provided that it can be read. If cancellation is submitted in another form, delivery occurs when the Property receives the cancellation statement.

7. If the Guest fails to pay the Booking Fee or a subsequent instalment by the deadline specified in the booking confirmation, the Property may set an additional deadline of at least 24 hours and, if payment is still not made, cancel the booking and release the room. If the failure to pay is attributable to the Guest, the Property may retain the Booking Fee already paid under these Terms and Conditions.

8. The Guest must notify the Property of a planned late arrival before the cut-off time. If the Guest has not arrived by 21:00 on the first day of the stay and has not effectively notified the Property of the delay, the booking may be treated as a no-show, and the Property may cancel the remainder of the booking and retain or claim 100% of the price of the booked stay, because the room and associated services were kept available throughout the booking period. If the Guest has provided card details and authorised a charge, the Property may charge the card only within the scope of that authorisation. In other cases, the amount due is pursued under the general rules of law. Making the room available again or mitigating the loss does not deprive the Property of the right to settle payments in accordance with the offer terms, subject to mandatory provisions of law. The terms of a specific offer may specify a different cut-off time.

9. A Guest's voluntary shortening of the stay, for any reason attributable to the Guest, does not entitle the Guest to a refund for the unused portion of the stay. This provision does not affect the Guest's rights under mandatory provisions of law or situations where non-performance or improper performance of the service is attributable to the Property.

10. Payments and any refunds are settled to the account from which payment was made, unless the parties agree otherwise. Cancellation charges may be deducted from the amount paid.

11. The Property may collect payment card details or carry out a pre-authorisation only on terms presented before payment and for the purpose of settling Additional Services or documented damage.

12. The Guest must settle all amounts due no later than check-out, unless the terms of a specific service or offer provide otherwise.

§ 5. Check-in, authorised occupants and visits

1. Check-in requires presentation of an identity document and provision of the information required by law.

2. Only persons named in the booking and registered at the Property may occupy the room, subject to the rules on visits. The Guest may not hand the room over to third parties, even if the paid period of stay has not expired.

3. Visits by persons not checked in are permitted between 08:00 and 19:00 after prior notification to Reception. A Visitor has no right to stay overnight or use a room as an accommodated person.

4. A person who is not checked in and remains at the Property after 19:00, or uses a room in a manner indicating an intention to stay overnight, is treated as an Additional Occupant. A charge for the additional person is added to the price of the stay in accordance with the current Price List. The Guest must pay this charge no later than check-out.

5. The Property may refuse to allow a person who is not checked in to remain if the stay has not been reported, exceeds the permitted occupancy or compromises safety.

6. The Guest is responsible for the conduct of persons invited by the Guest to the extent provided by law.

§ 6. Refusal of admission and termination for reasons attributable to the Guest

1. The Property may refuse to accept a booking or cancel it before the stay begins if the booking breaches the offer terms; false or incomplete information has been provided; the booking includes a person who does not meet the age requirements; during a previous stay the Guest materially breached these Terms and Conditions, caused damage, created a hazard, used violence or failed to settle amounts due; or the required payment has not been made on time.

2. The Property may terminate the contract with immediate effect if the Guest materially breaches these Terms and Conditions, in particular by breaching the prohibitions in § 10, disturbing the peace or compromising safety, allowing an unauthorised person to use the room or failing to settle amounts due.

3. Where the nature of the breach permits, the Property may call on the Guest to cease the breach. No such request is required if life, health or property is endangered or the breach is irreversible.

4. If the contract is terminated for reasons attributable to the Guest, the Booking Fee and the price of the unused portion of the stay are non-refundable, subject to mandatory provisions of law. The Guest must leave the Property immediately upon being requested to do so.

§ 7. Services and the Property's obligations

1. Miodowa Klinika provides services in accordance with its category, standard and the scope specified in the offer. The scope of services and their prices are set out in the current Price List, offer or booking confirmation.

2. The Property provides professional service and room cleaning. For stays longer than 7 days, rooms are cleaned every other day. Cleaning is performed in the Guest's absence, or in the Guest's presence only at the Guest's express request.

3. Any concerns about service quality should be reported immediately to Reception to enable the Property to respond and resolve the problem. Reporting a problem during the stay does not restrict the Guest's legal rights.

4. The Property provides free Wi-Fi. The Guest undertakes to use it lawfully, without attempting unauthorised access, disrupting its operation, circumventing security measures or infringing third-party rights. The Guest is responsible for the consequences of activities carried out using the network to the extent provided by law.

5. Internet quality, bandwidth and availability may depend on the provider, external outages, technical conditions or network load. The Property does not guarantee specific bandwidth or uninterrupted Internet access, including bandwidth sufficient for audio and video streaming.

6. Each room has a safe. Guests receive a set of towels comprising a foot towel, a small towel and a large towel, together with a bathrobe.

7. A washing machine, tumble dryer, iron and ironing board are available to Guests on level -1, on terms specified by the Property.

8. Heating and air conditioning are centrally controlled. The Guest may not interfere with technical settings, programme schedules or disconnect sensors. Requests to change the temperature must be made to Reception. The Property will make adjustments where technically possible. In the event of unauthorised interference, the Guest must pay a flat-rate amount of PLN 300 for diagnostics, servicing, reprogramming the controller, restoring settings and rectifying the effects of the interference.

9. Keys, cards and other means of access to rooms or areas of the Property must not be given to unauthorised persons. Loss of or damage to any means of access must be reported immediately to Reception. The charge for a lost card is PLN 50 or the amount specified in the current Price List. The Guest is liable for the consequences of a culpable failure to report the loss, including documented costs of replacing or securing access.

10. The Restaurant operates during the hours specified in § 3(2). Breakfast, lunch and dinner times are specified in § 3(2) and may change in accordance with that provision.

11. Unused meals are not refundable, exchangeable or transferable to another date, unless the offer provides otherwise.

12. The Guest must report allergies, intolerances and special dietary needs before booking or promptly before a meal. The Property will confirm whether the request can be accommodated. Submission of a request alone does not mean that it can be fulfilled.

§ 8. Guest liability, conduct and damage

1. The Guest is liable under the general rules of law for damage caused by the Guest, persons in the Guest's care and persons invited by the Guest.

2. Liability includes, in particular, the costs of repairing or replacing furnishings and equipment, laundering, cleaning, disinfection, ozone treatment, odour removal, removal of unusual soiling, servicing, reprogramming equipment, intervention and justified withdrawal of a room from use.

3. The Guest's liability is not subject to a contractual upper limit. The Property may seek compensation for the full amount of documented damage, subject to the rules of liability provided by law.

4. The Guest must report damage immediately upon discovering it. Settlement is based on an incident report, photographic documentation, an invoice, receipt or cost calculation.

5. A flat-rate charge of PLN 80 applies to unusual soiling of a small towel requiring specialist cleaning, in particular using a towel to clean footwear or remove substances that make such cleaning necessary. A flat-rate charge of PLN 150 applies to equivalent soiling of a large towel. These are charges for specific actions required to restore the towel to a proper condition and are not contractual penalties. If the actual, reasonable and documented costs exceed those amounts, the Property may recover the difference. The Guest must not be charged twice for the same actions.

6. Smoking tobacco products, electronic cigarettes and heated tobacco products is strictly prohibited throughout the Property, including rooms, bathrooms, balconies and terraces. For each established breach, the Guest must pay a flat-rate charge of PLN 1,000. This amount is credited towards the costs of restoring the room or premises concerned to a proper condition, in particular ozone treatment, ventilation, cleaning, laundering, disinfection, odour neutralisation and additional cleaning. The charge is not a contractual penalty. If the actual, reasonable and documented costs of restoring the room or premises concerned to a proper condition exceed PLN 1,000, the Property may recover the difference. The Guest must not be charged twice for the same actions.

7. If a room is withdrawn from use, the Property may additionally recover documented loss within the limits of the law. The charge referred to in paragraph 6 does not exclude claims for compensation exceeding the flat-rate amount, subject to the prohibition on charging twice for the same actions.

8. The Guest must change into indoor footwear on entering the Property if required by signage or staff instructions.

9. The Guest must not open windows or balcony doors while air conditioning or heating is running if this breaches the rules displayed by the Property. Furnishings, equipment and infrastructure must be used in accordance with their intended purpose, instructions, signage and staff directions.

10. Washing or hanging clothing on balconies or terraces, taking furniture from rooms onto balconies or terraces, and taking tableware, dishes or cutlery outside the restaurant area are prohibited unless the Property has given prior consent. A breach may result in the Guest being charged documented cleaning, transport, repair or replacement costs, and sanctions for a material breach of these Terms and Conditions.

11. When leaving the room, the Guest should switch off lights and electrical appliances, turn off taps, close windows and balcony doors, and lock the room entrance door. This obligation does not apply to appliances that should remain switched on according to their instructions or intended purpose. A breach may result in liability for damage or increased utility consumption attributable to the Guest's fault.

§ 9. Property liability, Guests' belongings, luggage and parking

1. The Property's liability for belongings brought in by the Guest is governed by mandatory provisions of the Polish Civil Code. These Terms and Conditions do not exclude or limit that liability.

2. Damage to belongings brought in must be reported promptly to Reception so that the circumstances can be established and appropriate action taken. Reporting does not alter statutory time limits or rules of liability.

3. Money, documents, securities and particularly valuable items should not be left outside the safe or handed over without agreement with Reception. They may be accepted for safekeeping on terms agreed with Reception, taking into account statutory grounds for refusal.

4. The in-room safe is intended for the Guest's independent storage of belongings. Merely placing an item in the safe does not constitute a safekeeping contract with the Property or delivery of the item to Reception. The Property does not accept items for deposit through the in-room safe. The Property's liability for belongings placed in the safe is governed by mandatory provisions of law and is not excluded or limited by these Terms and Conditions. Particularly valuable items should be reported to Reception to arrange their acceptance for safekeeping on the terms prescribed by law.

5. The Guest must immediately report to Reception any malfunction, damage or inability to lock the safe. Hazardous substances, flammable, explosive, toxic or corrosive materials and other dangerous items must not be stored in the safe.

6. Items ordinarily brought into the SPA Area are subject to the rules arising from mandatory provisions of law. Particularly valuable items should be deposited for safekeeping or arrangements made with Reception before entering the SPA Area.

7. Luggage may be left before check-in or after check-out only by prior agreement with Reception. If the Property accepts an item for safekeeping, it may be treated as entrusted to the Property for safekeeping on the agreed terms.

8. Lost property is kept for 1 month, after which it is dealt with in accordance with the law. At the Guest's request, an item may be sent at the Guest's expense, subject to agreement on the method and cost of delivery.

9. The car park is monitored by video surveillance and is unguarded. Surveillance means image recording and does not constitute continuous supervision or a vehicle security service.

10. Provision of a parking space does not constitute a safekeeping contract for the vehicle or items left inside it. Vehicles and items left in them are not covered by liability for belongings brought into the Property, subject to liability arising from mandatory provisions of law or a separate safekeeping contract.

11. Parking is free for Guests. Use of the car park by non-Guests may require notification to Reception and is subject to space availability.

§ 10. Prohibitions and sanctions

1. Animals are prohibited, except for assistance dogs and other cases required by mandatory provisions of law. Other animals may be admitted only with the Property's prior consent.

2. Bringing in, storing, purchasing and consuming alcohol are prohibited, except for alcohol purchased and consumed as part of the Property's catering services.

3. Bringing in, possessing or using narcotic drugs, psychotropic substances, new psychoactive substances, weapons, ammunition, explosive, flammable, toxic or corrosive materials, or other hazardous substances or items is prohibited.

4. Breach of this section constitutes a material breach of these Terms and Conditions and may result in immediate termination of the contract and a requirement to leave the Property, retention of the Booking Fee and no refund for the unused portion of the stay, as well as charges for documented damage or intervention costs, subject to mandatory provisions of law.

5. Quiet hours apply from 22:00 to 06:00. Serious or repeated disturbances, including aggressive behaviour, may result in termination under § 6 and an obligation to leave the Property immediately.

6. Guests must not use their own immersion heaters, cookers, candles, incense or other devices that could cause a fire, except for chargers for devices approved for use. The Guest must comply with fire safety instructions and staff directions.

7. Blocking escape routes, moving equipment to places not intended for it, and using equipment or infrastructure contrary to its intended purpose are prohibited.

§ 11. Persons requiring assistance

1. Miodowa Klinika is not a social care home, a nursing and treatment establishment or a facility providing round-the-clock care.

2. The Property does not provide ongoing care or assistance to persons with physical or intellectual disabilities, persons with reduced independence or persons requiring help with everyday activities.

3. The Guest should be sufficiently independent to use the stay safely or be accompanied by a suitable person who provides the required assistance and supervision.

4. Before arrival, the Guest making the booking should inform the Property of any specific accessibility or safety needs. This section must not be interpreted as excluding the prohibition of discrimination or obligations arising from mandatory provisions of law.

§ 12. SPA Area, swimming pool and SPA treatments

1. The SPA Area includes, in particular, the swimming pool, saunas and other facilities designated by the Property. As a rule, the pool is available from 07:00 to 21:00 and the saunas from 19:00 to 21:00, subject to § 3(3).

2. The SPA Area may be used during the hours specified by the Property and in accordance with these Terms and Conditions and the separate SPA Area rules.

3. The separate SPA Area rules are displayed at the entrance. Before using the area, the Guest must read and comply with them.

4. The separate SPA Area rules specify, in particular, hygiene requirements, the obligation to wear a swimsuit, swimming cap and flip-flops, rules for using saunas and the pool, age restrictions, contraindications, maximum usage times, the prohibition on using the area after consuming alcohol, safety rules, quiet conduct and liability for breaches.

5. The pool may serve as a cooling pool. Information on its temperature and intended use is available at the entrance. The pool is not intended for sports swimming or prolonged use in warm water.

6. Taking photographs, filming, recording images or sound, or broadcasting in the SPA Area is prohibited where it could infringe others' privacy, image rights or safety. An exception is permitted only with the prior consent of persons whose image or voice may be recorded and with the Property's consent where required by its organisational rules. A breach may result in an instruction to stop immediately, removal from the SPA Area, termination of the contract under these Terms and Conditions and liability for documented damage.

7. Glass containers and objects, bringing one's own substances to use in sauna heaters, removing loungers, towels or equipment from the SPA Area, and using equipment or infrastructure contrary to its intended purpose are prohibited unless the Property has given prior consent.

8. A Guest who feels unwell must immediately stop using the SPA Area, leave the area or move to a place indicated by staff, and promptly inform the Property's staff of their condition.

9. SPA treatments, including massages and rituals, may be booked in person at Reception or the SPA, by telephone or electronically, no later than 24 hours before the scheduled treatment time, unless availability and the offer provide otherwise.

10. Payment for a booked SPA treatment is made at the time of booking or in accordance with the offer terms.

11. The Guest may cancel a booked SPA treatment free of charge by giving notice at least 24 hours before the scheduled treatment time. Later cancellation or non-attendance may result in no refund if that condition was presented to the Guest before booking.

12. If the Guest is late for reasons attributable to the Guest, treatment time may be reduced without a price reduction where necessary because of subsequent bookings or staff work arrangements.

13. Breach of the separate SPA Area rules, including the prohibitions and obligations in paragraphs 6-8, constitutes a breach of the Terms and Conditions of Stay at Miodowa Klinika. § 10(4) and § 6 apply accordingly.

§ 13. Personal data and video surveillance

1. The personal data controller is API Sp. z o.o., Kamianna 50, 33-336 Łabowa, Tax Identification Number (NIP) 7343628701. Detailed information on data processing, including booking, check-in, payment and SPA-related data, is available at Reception and in the privacy notice.

2. The Property uses video surveillance to protect the controller's legitimate interests, in particular to protect property, ensure the safety of Guests, employees and others, prevent breaches, investigate incidents and establish, pursue or defend claims.

3. Surveillance covers the areas identified by signs. Surveillance is not carried out in rooms, bathrooms or other places where it would infringe privacy.

4. Recordings are generally kept for 30 days and then automatically overwritten, unless a specific recording is necessary to investigate an incident, preserve evidence, or pursue or defend claims. In such a case, it is kept until the relevant proceedings are concluded or for a period prescribed by law.

5. The legal basis for processing surveillance data is the controller's legitimate interest. The information obligation under Article 13 of the GDPR is fulfilled through signs, a short notice at the entrance and a full privacy notice available at Reception and at www.miodowaklinika.pl/polityka-prywatnosci.

6. Data are processed in accordance with the principles of lawfulness, transparency, data minimisation and storage limitation. Only authorised persons and entities entitled by law or contract have access to the data.

§ 14. Complaints

1. Complaints may be submitted at Reception, by email to biuro@miodowaklinika.pl or in writing to Miodowa Klinika, Kamianna 50, 33-336 Łabowa.

2. A complaint should include a description of the problem, dates of stay, the Guest's contact details and the requested resolution.

3. Reporting a problem during the stay enables the Property to investigate promptly and resolve it, but failure to report it earlier does not exclude the Guest's rights under mandatory provisions of law.

4. The Property handles complaints within the period prescribed by law or, if no specific period applies, without undue delay.

§ 15. Safety and emergencies

1. The Guest must comply with fire safety instructions, safety signage, evacuation rules and staff directions.

2. Blocking escape routes or exits, removing or obscuring safety signs, and using equipment contrary to its intended purpose are prohibited.

3. The Guest must immediately report to Reception any breakdown, accident, injury, hazard, damage, smoke or suspected fire. In an immediate emergency, the appropriate emergency services must be contacted first using the emergency number.

5. A first-aid kit is located at Reception and is available 24 hours a day.

6. The Guest must not remove safeguards, activate rescue equipment unnecessarily or take actions that could increase a hazard to people or property.

§ 16. Breakdowns and temporary service restrictions

1. The Property may temporarily restrict or suspend use of a room, the SPA Area, swimming pool, saunas, Internet, Restaurant, heating or car park where necessary due to breakdown, maintenance, sanitary or safety requirements, an authority's decision or force majeure.

2. The Property informs Guests of planned or identified availability restrictions as promptly as possible, using available communication channels and signs at the Property.

3. Where possible, the Property offers an alternative solution or an appropriate financial adjustment, taking into account the nature of the restriction, the extent of the unperformed service and the Guest's rights under mandatory provisions of law.

4. This section does not constitute a complete exclusion of the Property's liability for non-performance or improper performance of services.

§ 17. Final provisions

1. These Terms and Conditions take effect on 1 December 2026 and are available before booking and at the Property.

2. Matters not covered are governed by Polish law, with due regard to mandatory consumer protection provisions.

3. Full business details, the service Price List, information about the type and category of the Property, and information on accessibility for persons with disabilities are made available in the places required by law.

4. Disputes with Guests who are consumers are resolved by the courts having jurisdiction under mandatory provisions of law. In relations with Guests who are not consumers, disputes shall be submitted, to the extent permitted by law, to the court having jurisdiction over the Property's registered office.

6. If any provision is invalid or unenforceable, the remaining provisions remain in force, and the invalid or unenforceable provision applies to the extent permitted by law.