

Terms and conditionals

Holiday Inn Warsaw City Centre Gym

These Terms and Conditions define the rules for using the service rendered by the Holiday Inn Warsaw City Centre Gym located at Twarda 52 Street in Warsaw (postal code: 00-831), operated by UBM Twarda Sp. z o. o. with its registered office in Warsaw (postal code:02-822) at Poleczki 35 Street, register under KRS number: 0000554158, NIP: 525-21-86-751.

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Definitions

1. **Hotel Guest** - a person who has purchased hotel accommodations and stays at the hotel as a hotel guest.
2. **Hotel** – Holiday Inn Warsaw City Centre Hotel, located at Twarda 52 Street in Warsaw (postal code: 00-831), run by UBM Twarda Sp. z o. o. with its registered office based in Warsaw (postal code:02-822) at Poleczki 35 Street.
3. **Fitness Room/Gym**- located in the Holiday Inn Warsaw City Centre Hotel, located at Twarda 52 Street, Warsaw (postal code: 00-831), operated by UBM Twarda Sp. z o.o. with its registered office based in Warsaw(postal code:02-822) at: 35 Poleczki Street.
4. **Regulations of Holiday Inn Warsaw City Centre Gym**– these Terms and Conditions define the rules for using the hotel Gym.
5. **Company** - means the company UBM Twarda Sp. z o.o. with its registered office based in Warsaw (postal code:02-822) at: 35 Poleczki Street,registered under KRS number 0000554158, NIP: 525-21-86-751.
6. **Gym Zone** - describes the area of the Fitness Room where there is a gym for strength, cardio, and functional training, which is located on the 16th floors of the hotel.
7. **User** - a person who uses the Fitness Room services as a hotel guest §1.

General rules and regulations of using the Gym

1. Only individuals who are authorised to use the Gym services as a Hotel Guest are permitted to stay on the Gym's premises. Hotel staff has the authority to examine eligibility to use the Gym's services and to verify the identification of persons who wish to use the Gym's services, as well as the age of those who wish to use the Gym's services.
2. The Fitness Room facilities include a Gym Zone, as well as a bathroom.
3. The Gym Zone may be used by persons who are at least 18 years of age. Persons who are under 18 may use the Gym Area under adult supervision.
4. The Gym is open 24/7.
5. Users may use the services of the Gym to the extent of their rights to use the facilities of the Gym, during opening hours.
6. On the premises of the Gym, it is strictly prohibited:

- a) bringing in and consuming alcoholic beverages, agents acting similarly to alcoholic beverages, drugs or other intoxicants,
 - b) smoking tobacco or electronic cigarettes,
 - c) bringing in and consuming food,
 - d) bringing and using weapons or dangerous tools,
 - e) bringing and using pyrotechnics or explosives, hazardous substances,
 - f) conduct training for the benefit of others (personal training, group training) without the written consent of the Hotel staff,
 - g) conduct business without the written consent of the Hotel staff,
 - h) photographing or filming for commercial purposes without the written consent of the Hotel staff,
 - i) trading, canvassing, marketing and advertising activities without the written consent of Hotel staff,
 - j) introducing animals without the written consent of the Hotel staff.
7. No person under the influence of alcoholic beverages, agents acting similar to alcoholic beverages, drugs or other intoxicants shall be allowed in the Fitness Room.
 8. Users are obliged to:
 - a) use the rooms, facilities and equipment and equipment of the Gym in a manner consistent with their intended use,
 - b) when using the facilities and equipment of the Gym, to familiarize themselves with their instructions for use and, in the absence of instructions or doubts about the content of the instructions, to obtain information from the Hotel staff before using them,
 - c) to exercise due caution in the use of the Gym equipment and facilities and not to take actions that may expose the equipment or facilities to damage or destruction,
 - d) to put the equipment and facilities of the Gym back in place after their use,
 - e) not to use devices or equipment that cause noise, emit loud music or other loud sounds,
 - f) refrain from shouting and not using words commonly considered vulgar or offensive,
 - g) observe the rules of good behavior towards other people in the Gym.
 - h) comply with the instructions and instructions of the Hotel staff regarding the use of the Fitness Room services, including the use of equipment, facilities and equipment of the Gym.
 9. The Company shall not be liable for damages resulting from the use by Users of Fitness Room equipment, devices and facilities contrary to their intended use, unless the damage occurred through the fault of the Company or the Company contributed to the damage
 10. Users are obliged to adjust the type and intensity of activity undertaken in the Gym to their own abilities, physical fitness and ability to exercise, and their own health condition. If the User has any doubts about his/her own capabilities, physical fitness and ability to perform exercises or his/her health condition, the User should obtain a medical opinion.
 11. In the event of suffering an injury, contusion, trauma, cut, deterioration of well-being while in the Gym, the User is obliged to notify the Hotel staff immediately.
 12. Users are required to wear in the Gym clean attire and footwear appropriate to the type of activity the User undertakes in the Gym. It is not permitted to wear slippers in the Gym which are equipment of the rooms in the Hotel.
 13. It is forbidden to wear on the premises of the Gym clothing with the designation: "trainer", "personal trainer", "instructor", "staff" and their equivalents in other languages.
 14. The Company not responsible for Users' belongings left in the Fitness Room.

15. The Hotel staff is exclusively authorized to control heating, ventilation, air conditioning and lighting in the Gym.
16. In order to guarantee the highest level of security, the Fitness Room is supervised by video surveillance, excluding the bathroom.
17. Users are required to use towels during exercise to ensure that the Gym's equipment and facilities are kept clean .In particular, when exercising with equipment, the user is required to use a towel, placed on the equipment used by the user. Users are required to disinfect the equipment after using it.
18. There is no reservation of places in the Gym or individual equipment in the Gym.

Contact with the Company

1. The User have the right to make complaint and may submit comments regarding the services provided in the Gym, as well as contact us on all other matters related to the use of the Fitness Room based on the Regulations with the Company, to the following address: UBM Twarda Sp. z o. o., with its registered office in Warsaw (postal code:02-822) at Poleczki 35 Street or by sending an e-mail to: hiwarsaw@ihg.com.

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The final provisions

1. These Terms and Conditions apply from 01.05.2024.
2. The Regulations may be altered for significant reasons, i.e. when the change implementation is justified by:
 - a) changes in the range or type of the Fitness Room's services,
 - b) service process changes or the intention to improve the quality of services delivered,
 - c) comfort or safety reasons of those who use the Fitness Room's services,
 - d) necessity to ensure that the Gym's social coexistence standards are followed,
 - e) modification to the system for determining eligibility to use Fitness Room services,
 - f) change of the Gym's name, address, e-mail address, or other details, change of information required for users to send complaints or withdraw from the contract, change of administrator details, change of addresses to websites specified in the Regulations,
 - g) change in generally applicable legal standards or the result of a court or administrative decision.
3. The administrator of Fitness Room's users personal data is the Company – UBM Twarda Sp. z o. o. with its registered office in Warsaw (postal code:02-822) at Poleczki 35 Street.
4. General legal provisions apply in cases not covered by these Terms and Conditions.

Personal Data Administrator Information Clause

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data

and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the Regulation), we hereby inform you:

Data administrator	The administrator of your personal data is UBM Twarda Sp. z o. o. with its registered office at ul. Poleczki 35, 02-822 Warsaw.
Contact details of the administrator	You can contact the Data Controller in person or via email at hiwarsaw@ihg.com or by phone at +48 22 257 66 99. Additionally, you can contact them in writing at the registered address: UBM Twarda Sp. z o. o. with its registered office at ul. Poleczki 35, 02-822 Warsaw.
Data Protection Officer:	The Data Protection Officer can be contacted via email at hiwarsaw@ihg.com or in writing (at the registered address). The Data Protection Officer can be contacted for all matters related to the processing of personal data and the exercise of rights related to data processing.
Data categories	The Administrator processes, in particular, the following categories of your personal data: 1) Identifying information (e.g., name, surname), 2) Contact details (e.g., address, phone, email), 3) Image (related to the use of video surveillance).
Source of personal data	The Administrator obtains your data directly from you.