Standard Terms and Conditions
TCO Gdansk Sp. z o.o.
(as at 10/2025)

THE CLOUD ONE
HOTELS

1. Scope of application
These Standard Terms and Conditions (STCs) are applicable for all contracts concerning the rental provision of hotel rooms for accommodation concluded between TCO Gdansk Sp. z.o.o. (The Cloud One) and third parties (Guests), and for all additional services and deliveries provided by The Cloud One (Accommodation Contract).

2. Bookings
By making a booking the Guest offers to conclude an Accommodation Contract. In the case of appropriate availability of the booked room the Guest receives from The Cloud One a booking confirmation. Upon acceptance of the booking made by the Guest an Accommodation Contract is created between The Cloud One and the Guest.

The Cloud One's offers in relation to available rooms are non-binding and subject to change. The Cloud One can at its own discretion refuse the conclusion of an Accommodation Contact.

There is no right to receive overnight accommodation in a particular room. The Cloud One retains the right to impose restrictions standard within the industry, such as minimum stays, booking guarantees or deposit payments for certain dates.

3. Cancellation rules
There is a guaranteed booking when the Guest confirms payment of the overnight accommodation service by providing a credit card number. A guaranteed booking can be cancelled free of charge until 6 p.m. on the date of arrival citing the booking reference. After 6 p.m. cancellation is excluded and The Cloud One is entitled to the agreed payment less any costs not incurred. The same applies if the Guest does not arrive (no show). In the case of a guaranteed booking for several days, in the case of a no show all the subsequent nights from and including the second night are cancelled and the Guest has no right to accommodation on the subsequent nights.

Simple bookings, i.e. bookings for which payment by the Guest is not guaranteed, are only held until 6 p.m. on the date of arrival. After 6 p.m. the booking is cancelled automatically and without charge. The Cloud One is entitled to rent a booked room to another guest.

4. Accommodation prices and other prices
The prices applicable are those published by The Cloud One at the time the contract is concluded. The applicable prices are overall gross prices and contain all statutory taxes, fees and charges. They do not include local charges which are payable by the Guests themselves in line with the relevant municipal law, e.g. spa taxes.

In the case of amendments to the levels of taxes, fees or charges, or an effective introduction of new taxes, fees and charges unknown to the parties up to this point in time, The Cloud One retains the right to adjust the prices accordingly. In the case of contracts with consumers this applies only if the period between contractual conclusion (booking confirmation) and contractual adjustment is more than four months.

5. Payment conditions
The price of the whole accommodation service booked is always payable by the Guest in advance, at the latest upon arrival in the hotel. Set-off by the Guest is excluded unless the set-off relates to an undisputed or legally confirmed claim. Valid means of payment are cash in PLN, EC card, Master Card, Visa Card, Diners Card and American Express. For payment settlement we use the 3D Secure 2.0 system for secure and additional customer authorisation. For further information on data processing for payment transactions see https://www.the-cloud-one.com/en/data-privacy/.

The Cloud One is entitled to demand a reasonable security deposit from the guest upon conclusion of the contract, for example in the form of a credit card guarantee. The security deposit serves as security for existing and future claims owed by the guest due to subsequent additional bookings and/or the use of further services or other uses or his/her behavior.

6. Possibilities for use of booked rooms
Booked rooms are available to the Guest from 3 p.m. on the date of arrival and until 12 noon on the date of departure. Upon request and depending on availability it is possible to agree a later departure time (late check-out) with the hotel in advance. If the hotel agrees to a late check-out, the hotel is entitled to charge for the additional use of the room at the rate of 50.00 PLN per hour or partial hour. For departures after 3 p.m. the full daily rate will be charged. There is no contractual right to late check-out.

7. Resale
The resale/re-rental and/or transfer of booking rooms is permitted upon a prior written consent from The Cloud One only. The assignment or sale of the claim against The Cloud One is also not permitted. The Cloud One is in these cases entitled to cancel the booking, in particular if upon the assignment/sale the Guest has made untrue statements to the third party about the nature of the booking or the payment. Use of the hotel room for any purpose other than overnight accommodation is expressly forbidden.

8. Liability of The Cloud One
The Cloud One is liable for damage for which it is responsible arising from injury to life, limb or health. Additionally The Cloud One is liable for other damage which is caused by a deliberate or grossly negligent infringement of duty by The Cloud One and for damages based upon a deliberate or negligent infringement of contractually typical duties. An infringement of duty by The Cloud One is equivalent to that by its legal representatives, employees or vicarious agents. More extensive damage claims are excluded provided these STCs contain no provision to the contrary.

Should there be disruptions or defects in the services of The Cloud One, The Cloud One shall, upon becoming aware of these or in the case of immediate complaint by the Guest, make every effort to rectify these. The Guest is obliged to take all reasonable measures to assist The Cloud One in resolving the disruption and keeping damage to a minimum. The Guest is also obliged to inform The Cloud One in good time of the possibility that unusually extensive damage could be incurred.

The Cloud One is liable in accordance with the statutory provisions for items brought onto the premises. The claim expires if the Guest does not assert the claim against The Cloud One immediately after becoming aware of the loss, destruction or damage to the item brought onto the premises. If the Guest wishes to bring into the hotel cash, securities and valuables with a value of more than 800 EUR or other items with a value of more than 3,500 EUR, this requires a specific written agreement with The Cloud One.

If the Guest is provided with a parking space in the hotel garage/car park, even for a fee, no contract of safe custody is created. The Cloud One has no duty of surveillance. The Cloud One is liable for all damage within the framework of the regulations of this Clause 8. The Guest is obliged to report any damage immediately, obvious damage in all cases before leaving the parking facility. The Cloud One is not liable for damage for which other users or other third parties are solely responsible.

All claims against The Cloud One expire in principle within one year of the statutory commencement of expiry. This does not apply to damage claims or other claims arising from injury to life, limb or health and/or due to a grossly negligent or deliberate infringement of duty by The Cloud One.

9. Ending of the Accommodation Contract
The Cloud One is entitled to cancel the Accommodation Contract on good grounds. There are good grounds in particular if (i) Acts of God or other circumstances for which The Cloud One is not responsible make contractual fulfilment impossible, (ii) rooms or spaces are booked with the culpable provision of misleading or incorrect details or if important facts are not disclosed; important facts can be the identity of the guest, the ability to pay or the purpose of the stay, (iii) The Cloud One has justified grounds to assume that provision of the service could endanger the smooth business operation, safety or reputation of The Cloud One and its hotels amongst the public without this being attributable to matters within The Cloud One's control or organisational area; (iv) the purpose or reason for the stay is illegal; or (v) in the case of the resale/re-rental and/or transfer (as opposed to Clause 7).

If The Motel One terminates the Accommodation Contract in accordance with this Section 9, refunds shall be made exclusively on a voluntary basis and after individual review of each case, provided that there is no legal obligation to refund. Refunds shall be made exclusively by bank transfer to an account in the name of the original contracting party (guest). Cash refunds are excluded, even if the original payment was made in cash. Refunds to third parties or to third-party accounts are not permitted. Before a refund is made, the identity of the guest must be confirmed by presenting a valid official identification document. The guest must provide their bank details in writing and provide proof, e.g., by means of a bank card, bank statement, or repayment form.

10. Vouchers
A voucher purchased from The Cloud One can be used for overnight stays or a visit to the hotel bar. If there is a residual credit in the case of payment with the voucher, this remains valid and can be used for other payments. The validity period of the voucher is 3 years from the date of issue. Vouchers cannot be returned, they cannot be resold or transferred and they cannot be exchanged for cash. Vouchers cannot be used for online payments. The person who orders the voucher is responsible for providing accurate details (in particular e-mail addresses) to which the voucher and the invoice are to be sent.

Notification of cancellation right: Declarations of intent regarding vouchers can be revoked without the need to give a reason within 14 days by any method (letter, fax, e-mail) or, if the voucher is issued before expiry of this time limit, by returning the voucher. The time limit begins after receipt of this notification in text form, however not before receipt of the voucher by the recipient. Timely dispatch of the cancellation notice or voucher is sufficient to comply with this cancellation time limit. The cancellation is to be addressed to Motel One GmbH, subject: “Gutschein”, Tegernseer Landstraße 165, D - 81539 Munich, Fax: +49 89 665025 50 or by e-mail to: giftcard@motel-one.com.

11. Food and drink purchased outside the premises
In the public areas the consumption of food and drink purchased outside the hotel is not permitted. Breakfast may be taken only in the rooms within the public areas designated for this (bar, lounge). It is not possible to take away items which are part of the breakfast offered. Preparation of food in the rooms is not permitted.

12. Non-smoking rule
The Cloud One Hotels are non-smoking hotels. It is therefore not permitted to smoke either in the public areas or the rooms. In case of violation, The Cloud One has the right to demand from the Guest a sum of 500.00 PLN as compensation for the specific cleaning costs incurred, including any loss of turnover due to the inability to rent the room. This compensation figure can be increased or reduced if The Cloud One provides evidence of additional damages or the Guest can prove lesser damages.

13. Pets
The permission of The Cloud One is required to bring a pet. The guest is obliged to notify the hotel in advance if they wish to bring a pet. If The Cloud One agrees to the Guest bringing a pet, agreement is granted on condition that the pet is under the constant supervision of the Guest, is free of disease and does not represent any other risk to the hotel guests or hotel staff. It is not permitted to bring the animal to breakfast or to the bar of the hotel. A fee of 40.00 PLN per night is payable for the animal. However, this does not apply to guide dogs for the blind or deaf and other comparable service dogs. These may be brought without charge and accompany the Guest at any time.

14. Charging electronic vehicles and other devices
Charging electric vehicles (such as electric cars, electric bikes, electric scooters, and similar devices) is only permitted at clearly marked charging stations in the hotel that are designated for this purpose. Charging at sockets in hotel rooms, corridors, common areas, or other areas not expressly approved is prohibited. Only technically sound chargers and vehicles that comply with applicable safety standards may be used.

Electronic devices may only be charged using GS-certified chargers.

Guests are fully liable for any damage caused by the improper charging or use of vehicles or electronic devices. Any violation entitles The Cloud One to terminate the contract without notice. This does not reduce the claim to the agreed remuneration.

15. Specific payment and cancellation conditions
In the case of group bookings for more than ten rooms, allotment contracts or at correspondingly defined time periods specific payment and cancellation conditions apply. These are shown in the booking process and on the booking confirmation or can be taken from the corresponding contracts.

16. Data protection
The data protection regulations can be viewed under:
https://www.the-cloud-one.com/en/data-privacy/

17. BeOne
The conditions for participating in the beOne membership programme can be viewed under
https://www.the-cloud-one.com/en/services/be-one-membership-programme/conditions-of-participation/

18. EU consumer arbitration board
The European Commission provides a platform for out-of-court online dispute resolution (OS platform), which can be accessed at: https://ec.europa.eu/consumers/odr/main/index.cfm.
The Cloud One is not currently participating in the alternative dispute resolution procedures offered there. The Cloud One is not willing and not obliged to participate in dispute settlement proceedings before a consumer arbitration board.

19. Final provisions
Amendments and additions to the Accommodation Contract or the Standard Terms and Conditions must be made in written form. Unilateral amendments or additions by the Guest are invalid.

The place of jurisdiction for all disputes arising between the parties out of the contractual relationship, provided the Guest is a businessman, legal entity of public law or a public law special equity fund, is Warsaw.

Polish law is applicable. Application of the UN Contract for the International Sale of Goods is excluded.