

REGULATIONS

OF THE KROKOWA SPORTS AND LEISURE CENTRE

§ 1 GENERAL PROVISIONS

1. The owner of the Krokowa Sports and Leisure Centre (hereinafter referred to as: the Centre) is the Krokowa Commune. The Centre is managed by Krokowskie Przedsiębiorstwo Komunalne Sp. z o.o. with its registered office in Żarnowiec (hereinafter referred to as: the Operator).
2. Whenever these Regulations refer to a "User", this means any individual present on the premises of the Centre or using its services, regardless of the legal basis for such use (ticket, membership pass, invitation pass, agreement, or any other form of access).
3. These Regulations set out the rules for Users' use of the Centre.
4. Entry onto the Centre premises constitutes acknowledgement and acceptance of these Regulations.
5. The Centre has designated functional areas, each governed by separate regulations, in particular: a) swimming pool hall, b) sauna area, c) gym and fitness room, d) bowling alley. Users are obliged to comply with both these Regulations and the Specific Regulations applicable to the relevant functional area.
6. Users on the Centre premises are obliged to follow the instructions and orders of the lifeguards on duty and other Centre staff.
7. The Centre is subject to video surveillance with recording capability. Recordings may be used to ensure safety and to establish the liability of persons who fail to comply with these Regulations or the applicable rules. By using the Centre, Users consent to their image being captured by video surveillance in accordance with the terms set out in these Regulations. The Operator ensures that video surveillance is carried out with due respect for the privacy and dignity of Users, and that access to recordings is restricted to authorised persons only. Video surveillance covers the following areas: the main lobby on levels 0 and 1, the Reception, the gym and fitness room, the swimming pool hall, and the sauna area (common areas only, excluding the interior of the saunas).

§2 OPENING HOURS AND AVAILABILITY

1. The Centre is divided into two zones:
 - a) **Zone I** – swimming pool hall, swimming pool, sauna area, fitness room and gym (with shared changing rooms),
 - b) **Zone II** – bowling alley.
2. **Zone I** is open daily from 8:00 a.m. to 8:00 p.m., provided that opening hours may vary on public holidays.
3. **Zone II** is open daily:
 - a) Monday to Friday from 4:00 p.m. to 8:00 p.m.
 - b) Saturday to Sunday from 12:00 to 8:00 p.m., provided that opening hours may vary on public holidays.
4. Current opening hours for the zones or individual activities, as well as the price list, are available on the Centre's website and at the Reception.
5. The Operator reserves the right to change opening hours, temporarily restrict access, or close parts of the Centre or individual areas, in particular for technical, organisational, or safety reasons, which does not give rise to any claims on the part of Users.

6. Use of **Zone I** is subject to time-limited admission – the basic time unit is 60 minutes. The User may purchase a multiple of this time unit (e.g. 120 or 180 minutes) upon entering the Zone, in accordance with the current price list.
7. The last entry to Zone I is possible at a time that allows full use of the purchased time before the service end time referred to in section 10.
8. Once the purchased time has elapsed (e.g. 60 minutes), the User is entitled to a one-off **15-minute technical time slot**, intended solely for leaving Zone I (e.g. showering, changing in the changing rooms) and settling the bill at the Reception.
9. If the total time (purchased time + technical time) is exceeded, a surcharge is applied for each minute or part thereof, in accordance with the current price list.
10. Use of Zone I facilities is permitted no later than **15 minutes before the Centre's closing time**, which is the time for changing and leaving the building.

§3 RULES FOR USING THE CENTRE

1. The Centre may be used by persons holding a valid admission ticket, membership pass or other document entitling them to admission.
2. Payment for the actual duration of stay is made at the Centre's Reception, based on the current price list.
3. Use of individual functional areas is permitted only within the scope of the access purchased.
4. Before entering Zone I, every User is required to change their footwear in accordance with its intended use: pool footwear is required in the swimming pool area and sauna area, whilst clean sports shoes intended for indoor use are required in the gym and fitness area.
5. Every User is required to:
 - a) observe the order and safety rules, the General Regulations and the Regulations of the individual functional areas;
 - b) follow the staff's instructions;
 - c) use the equipment in accordance with its intended purpose;
 - d) respect the property of the Centre and other Users.
6. It is prohibited to use equipment and facilities within the Centre in a manner that may pose a threat to life or health.
7. Persons whose condition indicates consumption of alcohol or intoxicants may be refused admission to the Centre or asked to leave.
8. The following are strictly prohibited on the Centre premises:
 - a) consumption of alcohol, except in designated areas (where applicable);
 - b) bringing onto the premises, possessing, or using intoxicants, psychotropic substances, or other substances with similar effects;
 - c) being on the Centre premises whilst under the influence of alcohol or intoxicants;
 - d) behaviour that endangers one's own safety or that of others;
 - e) destroying, damaging, or misusing the Centre's property;
 - f) bringing onto the Centre premises dangerous items, including weapons, explosives, and other items that may pose a threat;
 - g) smoking tobacco, tobacco products, and using e-cigarettes;
 - h) disturbing public order, including through excessive noise, aggressive behaviour, or the use of swear words;
 - j) conducting commercial, service, or advertising activities without the Operator's consent;
 - k) photographing or recording other persons without their consent in a manner that infringes upon their privacy.
9. In the event of a breach of any of the above prohibitions, the staff have the right to immediately remove such a person from the Centre premises and call the relevant

authorities. The Operator reserves the right to refuse admission or to ask a person who breaches these Regulations and the Regulations of individual areas to leave, without the right to a refund.

10. Rules for children and persons requiring care:
 - a) children under 13 years of age are allowed on the Centre premises only under constant adult supervision;
 - b) the supervising adult is obliged to exercise effective and continuous supervision over the child;
 - c) the supervising adult bears full responsibility for the child's behaviour and for any damage caused by them;
 - d) one adult should supervise a number of children that allows them to be kept safe;
 - e) minors and persons under legal guardianship use the Centre at the responsibility of their legal representatives;
 - f) detailed rules governing the use of individual areas by children and persons requiring care are set out in the Regulations for each area.

§4 TRANSPONDERS AND SETTLEMENTS

1. Admission to Zone I of the Centre is granted via a transponder (wristband), serving as a data carrier, for which access has been purchased.
2. The transponder authorises the use of the premises, equipment and facilities of the following:
 - a) swimming pool area;
 - b) sauna area;
 - c) gym;
 - d) fitness room.
3. The transponder is subject to settlement and must be returned upon exit at the Centre's Reception.
4. The number of transponders upon leaving the Centre must match the number of people leaving.
5. The User is liable for any loss or damage to their transponder.
6. Acceptance of the transponder implies that the User undertakes to comply with all regulations and other instructions issued to ensure safety on the Centre premises, as well as with the instructions of the lifeguards and Centre staff.
7. The full amount due for the use of the Centre premises, equipment and facilities, as well as for any extended stay, must be settled upon leaving the Centre.
8. The duration of the stay and the associated charges are calculated as follows:
 - a) from the moment the User enters the Bowling area and the Reception staff member starts the playing time until the end of the purchased playing time;
 - b) from the moment the User activates the transponder upon entry until the Reception staff member reads the transponder's memory upon exit.
9. Purchase of the service entitles the User to a single entry. The end of the playing time or passing through the exit gate is equivalent to the end of use of the service.
10. Users may be admitted to the Centre premises and facilities no later than 75 minutes before closing time.
11. A fee of PLN 100 will be charged for the loss, damage, or misplacement of the transponder.
12. Any instance of loss, damage, or misplacement of the transponder must be reported immediately to the Reception staff.
13. The User is also obliged to pay the amount corresponding to the actual debt determined by the staff.

14. In the event of the loss, misplacement, or damage of the transponder, a reception staff member is authorised to open the locker in the presence of the person concerned.
15. Items stored in a locker may only be released to a person who can prove their entitlement to those items.

§5 MEMBERSHIP PASS

1. A membership pass is a document entitling its holder to use the Centre's services in accordance with its scope, and is issued for a fixed period of time.
2. A membership pass is personal and may only be used by the person to whom it was issued.
3. The validity period of a membership pass is calculated from the date of purchase, and is specified at the time of purchase and communicated to the purchaser.
4. Upon expiry, the membership pass becomes invalid – any unused entries or services do not carry over to the next period and are not subject to refund or exchange.
5. An OPEN membership pass, entitling its holder to unlimited use of selected services, is valid for the period specified at the time of purchase and may only be used for its intended purpose.

§6 CONDUCT OF BUSINESS AND ORGANISATION OF ACTIVITIES

1. It is prohibited to conduct any gainful activity on the Centre premises, in particular commercial, marketing and service activities, including the organisation and conduct of paid individual or group sessions, without the prior consent of the Centre Operator.
2. The conduct of sessions, events or other activities is permitted only under a separate consent or agreement concluded with the Operator, specifying in particular the scope of use of the space, duration, payment terms, and the liability of the parties.
3. The Operator reserves the right to refuse consent to conduct activities or organise sessions without giving a reason.
4. Use of the Centre's infrastructure, whether under individual admission or membership passes, is strictly for private purposes and may not form the basis for providing services to third parties, in particular for conducting personal training sessions for remuneration.

§7 PETS ON THE CENTRE PREMISES

1. Pets may only be present on the Centre premises in designated common areas, i.e. in the main lobby, at the reception, and in public passageways.
2. It is strictly prohibited to bring pets into Zone I (swimming pool hall, sauna area, gym, fitness room) and Zone II (bowling alley). This prohibition does not apply to certified assistance dogs accompanying people with disabilities.
3. The owner or carer of the pet bears full responsibility for its behaviour and any damage to property, and must immediately clean-up any mess.
4. Pets must be kept on a lead and under the constant supervision of their carer. Dogs must have a muzzle, which must be put on at the staff's request or if the dog shows signs of agitation.
5. The Operator reserves the right to ask the owner and their pet to leave the Centre if the pet behaves aggressively, causes a nuisance to other Users (e.g. loud barking), or poses a threat to cleanliness and hygiene.

§8 RESTRICTIONS AND MANAGEMENT OF USER FLOW

1. The Centre Operator may temporarily restrict access to the Centre premises, equipment and facilities if the maximum number of Users is exceeded.
2. Users are required to comply with the rules governing user flow and the user limits in specific areas.
3. The maximum number of Users in the Centre is 235.

§9 LIABILITY AND SAFETY

1. Use of the Centre and its infrastructure is at the User's own risk, taking into account the inherent risks associated with sporting and leisure activities.
2. It is recommended that persons with medical contraindications consult a doctor before using the Centre.
3. The Operator shall not be liable for injuries, accidents or adverse health effects resulting from the use of the Centre if they are caused by:
 - a) improper use of equipment or infrastructure;
 - b) failure to comply with the Regulations;
 - c) the User concealing any medical contraindications;
 - d) the User acting contrary to the staff's instructions.
4. Users bear full liability for any damage caused through their own fault, in particular damage to the Centre's property and to third parties.
5. Minors may only use the Centre under the supervision of their legal guardians, who bear full responsibility for their safety.
6. In the event of incidents posing a threat to the User's life or health, the Centre's staff are authorised to administer first aid and call the relevant emergency services.
7. The Operator shall not be liable for items left unattended, including those left in changing rooms and lockers.
8. Users are required to exercise due care to protect their own lives and health and those of others, and in particular to:
 - a) familiarise themselves with the regulations in force at the Centre and to comply with them;
 - b) observe information signs, including mandatory and prohibitory signs, displayed on the Centre premises;
 - c) follow the lifeguards' and Centre staff's instructions and audible signals, including announcements over the loudspeakers;
 - d) familiarise themselves with and adapt their activity plans to their own abilities and general fitness as well as their health;
 - e) use equipment appropriate to the type of activity undertaken, being in good working order and used in accordance with its intended purpose and instructions for use;
 - f) immediately inform the emergency services or Centre staff of any accident, injury, or other incident that may affect their own safety or that of others.

§10 COMPLAINTS

1. The User has the right to file a complaint regarding the services provided by the Centre.
2. Complaints may be filed: a) in person at the Centre's Reception; b) in writing; c) by email to the address provided by the Operator.
3. Complaints should include: a) details enabling the User to be identified (name and surname, contact details); b) a description of the incident giving rise to the complaint; c) the date and time of the incident, where possible; d) a statement of the User's request.
4. Complaints must be filed without delay, no later than within 14 days of the date of the incident giving rise to the complaint.

5. The Operator shall consider complaints within 14 days of receipt; in particularly complex cases, this period may be extended, in which case the User will be informed.
6. The User will be informed of the outcome of the complaint in the same manner in which the complaint was filed, unless the User specifies a different method of contact.
7. Complaints regarding the settlement of the stay should be filed before leaving the Centre, which will allow for their immediate verification.
8. The Operator shall not be liable for any irregularities resulting from a malfunction of the transponder if the User has not reported the irregularity during their stay.
9. The filing of a complaint does not suspend the obligation to settle the charges for the use of the Centre.

§11 FINAL PROVISIONS

1. These Regulations shall come into force on the date of their publication.
2. The Operator reserves the right to amend the Regulations at any time. Amendments shall come into force upon their publication at the Centre or on the Centre's website.
3. In matters not covered by these Regulations, the provisions of generally applicable law shall apply.
4. In the event of any conflict between these Regulations and the Specific Regulations of individual areas, the Specific Regulations shall take precedence, insofar as they relate to the area in question.
5. The invalidity or ineffectiveness of any provision of these Regulations shall not affect the validity of the remaining provisions.
6. These Regulations are available at the Centre's Reception and on the Centre's website.
7. The Centre Regulations and the Specific Regulations are governed by Polish law.
8. The controller of Users' personal data is Krokowskie Przedsiębiorstwo Komunalne Spółka z ograniczoną odpowiedzialnością [limited liability company] with its registered office in Żarnowiec, Żarnowiec 76, 84-110 Żarnowiec. The legal basis for the processing of personal data is Article 6(1)(b) of the General Data Protection Regulation (GDPR) – processing is necessary for the performance of a contract (provision of services). Data subjects have the right to access their data, to rectify it, to erase it, to object to its processing, and to request its transfer to another data controller, as well as the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office. The data will be processed for the period necessary to perform the service. You can contact the data controller by telephone on or by email:

EMERGENCY PHONE NUMBERS:

112 Emergency Number – Emergency Call Centre

999 Ambulance Service

998 Fire Brigade

997 Police