

**AGREEMENT
TO BOOK BOWLING LANES AT SKY BOWLING IN WROCLAW
FOR INDIVIDUAL CUSTOMERS**

entered into on....., between:

"SKY BOWLING" SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA with its registered office in Wrocław, ul. Powstańców Śląskich 95, (53-332 Wrocław), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław - Fabryczna, VI Economic Division of the National Court Register under the number KRS (National Court Register): 0000333860, REGON (Polish Business Registry Number): 021033109, NIP (Tax Identification Number): 8992675655, further referred to as **Sky Bowling** and

NAME: SURNAME:.....

RESIDENTIAL ADDRESS:

ID CARD NUMBER: PHONE NUMBER

further referred to as the **Customer**

In accordance with the provisions of the General Data Protection Regulation of 27 April 2016 (GDPR) this is to inform that your personal data will be processed for the purpose of performance or conclusion of the bowling lanes booking agreement or the Sky Bowling card agreement – pursuant to art. 6(1)(b) of the GDPR.

§ 1 Subject-Matter of the Agreement

1. The subject-matter of this agreement is the booking of bowling lanes in the bowling alley located in the “Sky Tower” building, ul. Powstańców Śląskich 95 in Wrocław, and/or the use of the Skybowling card which enables cash-free ordering of food and other services during bowling, without the need to immediately pay for every product.
2. The Customer hereby makes the following booking:

BOOKING DATE	NUMBER OF LANES	NUMBER OF PEOPLE	NUMBER OF HOURS	TYPE OF LANES Standard / VIP	LANES RENTAL PRICE fixed in e-mail correspondence (excluding other services, catering beverages, etc.)
Date:					
Commencement time:					

§ 2 Booking conditions

1. This Agreement shall constitute the basis for booking. It shall be signed and sent back to the following e-mail address: piotr.maciejewski@skybowling.pl within 2 days from receiving it.
2. In the case of failure to send the signed Agreement back within the specified timeframe, the booking shall be deemed cancelled.
3. The Customer may cancel the booking according to the conditions and within terms specified in § 4 of this Agreement.
4. In the case of effective booking of bowling lanes, the Customer shall arrive at least 10 minutes before the commencement of the game at the Sky Bowling reception desk. Sky Bowling shall be entitled to rent bowling lanes to another person if the Customer who made a booking failed to arrive at the Sky Bowling reception desk 10 minutes before the booking time and failed to notify Sky Bowling about the delay.
5. In the case of notifying Sky Bowling about a delay and maintaining the booking of the lanes, the fee shall be charged starting from the booking time and not from the commencement of the game.
6. Sky Bowling reserves the right to cancel a booking any time, if such a need is justified by the technical condition of the facility, a failure, interruptions in the delivery of utilities or circumstances for which Sky Bowling is not liable, including the need to perform maintenance and cleaning works.

§ 3 Fees

1. Fees for using the bowling lanes shall be established for each commenced hour, for each lane, according to the rates and the pricelist applicable on the date of the booking, that can be found at the Sky Bowling reception desk and on the website: <http://skybowling.pl/ceny> The Customer may calculate the fee for the use of the lanes and enter the price in § 1 of the Agreement by himself/herself, in accordance with the calculations based on the above price list. In the event of any doubts the Skybowling price list shall be binding.

2. The Customer declares that they have become familiar with and accepts the pricelist applicable at Sky Bowling.
3. The Customer shall pay for the rented bowling lanes and potential catering services immediately after completing the game directly at the Sky Bowling reception desk.
4. If the Customer chooses to use a voucher to pay for orders at the bar and does not use the entire voucher amount during the visit, the remaining amount will be settled in the form of a voucher to be used during the next visit or in the form of products currently available at the bar. The products or the voucher will be given to a person authorised to represent the Customer.

§ 4 Cancelling or shortening a booking

1. The Customer shall have the right to cancel or shorten their booking:
 - a) **more than 8 days** before the booking date indicated in § 1 – free of charge
 - b) **less than 8 days, but not more than 4 days** before the booking date indicated in § 1 – the Customer shall pay 50 % of the amount of the fee for using the bowling lanes, pursuant to § 3,
 - c) **less than 4 days** before the booking date indicated in § 1 – the Customer shall pay 100 % of the amount of the fee for using the bowling lanes, pursuant to § 3,
2. Information about cancelling or shortening a booking shall be sent electronically to: piotr.maciejewski@skybowling.pl. Information sent in a different form or after the date indicated in sec. 1 shall be deemed ineffective, which results in the obligation to pay the amount specified above.
3. In the case of failure to effectively cancel or shorten a booking or failure to arrive on the booking date, the Customer shall pay 100% of the amount of the fee for using the bowling lanes, pursuant to § 3.
4. Payment shall be made within 7 days from the date declared in § 1 of this Agreement.
5. Sky Bowling reserves the right to refuse to make further bookings, if the Customer has not paid for previous bookings.
6. The Customer acknowledges that pursuant to art. 38(12) of the Consumer Rights Act of 30 May 2014, the consumer does not have the right to withdraw from a distance or off-premises agreements with respect of agreements related to leisure activities, recreational, sports or cultural events, where the agreement specifies the date or period of service provision (§ 1 of the Agreement).

§ 5 Skybowling Card Use

1. The use of the Skybowling Card is voluntary. However, should the Customer elect not to use this service, the Customer shall be obligated to pay for the bowling lanes in advance and pay for the food, each time and in person, at the Skybowling bar.
2. In order to use the Skybowling Card the Customer must carry a valid ID document with a photograph confirming the Customer's identity.
3. In order to verify the Customer's data provided above, the employees of Skybowling sp. z o.o. sp. k. will be authorised to check them against the ID document presented by the Customer.
4. The Customer represents that he/she has read the Bowling Alley price list, i.e. knows the bowling lane rental rates and the food prices, and accepts them.
5. After the signing of this agreement the Customer will receive a Skybowling Card with a unique registration number, assigned to an individual settlement account.
6. During the bowling game the Customer places orders with the Bowling Alley staff and confirms them by scanning the bar code on the individual Skybowling Card on the payment terminal. This act constitutes conclusion of a sale agreement within the meaning of art. 535 of the Civil Code and creates an obligation to pay the price.
7. After finishing the game the Customer shall return the Skybowling Card that was issued and pay the entire price for the goods and services purchased using the Skybowling Card immediately at the Sky Bowling Reception Desk.
8. If the bill does not reflect the goods and services actually ordered, the Customer is obligated to lodge a complaint. Complaints shall be handled immediately by the Bowling Alley staff. If no complaint is lodged it shall be assumed that the Customer does not question the payment amount.
9. If the Skybowling Card is not returned or if full payment is not provided the Bowling Alley shall be authorised to take legal action in order to pursue its claims.

<input type="checkbox"/>	I wish to use the Sky Bowling Card on terms and conditions specified in § 5 above.
<input type="checkbox"/>	I do not wish to use the Sky Bowling Card, I will pay for all products and services on an ongoing basis.

§ 6 Final Provisions

1. By making this booking the Customer agrees to comply with the Sky Bowling Regulations available at the Sky Bowling Reception Desk and on http://skybowling.pl/en/kontakt/#regulaminy_rodz
2. The Customer represents that he/she has read the GDPR information clause available on http://skybowling.pl/en/kontakt/#regulaminy_rodz.
3. Person authorised to represent the Customer represents that he/she is duly authorised for that purpose and authorises the Bowling Alley to issue VAT invoices to the entity described at the beginning of this agreement.
4. In the event of discrepancies, if any, between the provisions of this Agreement and the mandatory provisions of law, the mandatory provisions of law shall take precedence and shall be applied.

.....
(Legible signature of the Customer)

.....
(Skybowling sp. z o.o. sp. k.)