

# REGULATIONS FOR RENT APARTMENT

## from 14/11/2019

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### § 1. INTRODUCTION

1. These regulations specify the terms and conditions of booking the Apartament 88 located at ul. Orlińskiego 12/88 in Krakow.
2. The owner of the apartments will be very grateful for following these regulations, which is intended to ensure the peace and safety of all our guests.
3. This document uses the following definitions:
4. Apartment 88 - apartment 88 in the building at ul. Orlińskiego 12 in Krakow
5. Guest - The tenant who made the booking
6. Regulations - this document of the Regulations for renting an apartment with attachments
7. Apartment owner - Owner: Wer.pl Tomasz Sikora, Głęboka 75; 32-010 Luborzyca, telephone: +48.601 514 615; +48.601 615 514

### § 2. RESERVATION

1. The current offer of apartments for rent can be found on the website [www.booking.com](http://www.booking.com).
2. Booking an apartment means acceptance of these regulations.
3. In order to make a reservation, use the booking form available on the website [www.booking.com](http://www.booking.com), [www.airbnb.pl](http://www.airbnb.pl) or call by phone between 8.00 and 21.00 at the number of the Apartment Owner. The data to be given are: the date of stay, the date of arrival and departure, indicated apartment, contact details, the number of people in the apartment and the time of arrival.
4. Confirmation of the booking by the Customer is tantamount to submitting an offer to conclude an apartment rental agreement.
5. Confirmation of reservation from our side means acceptance of the offer and results in the conclusion of the apartment rental agreement.
6. Within 2 days from the date of confirmation of the initial booking (unless stated otherwise), the Lessee is obliged to pay a deposit amounting to at least 30% of the total cost of stay. The payment should be made to the following bank account:
  - for domestic transfers in PLN: 55 1140 2004 0000 3502 3041 3898
  - for foreign transfers in Euro: PL58 2490 1057 0000 9902 3067 5452The date of crediting the indicated bank account is considered the date of payment. If you made a payment by transfer, please send a confirmation of the transfer.
7. In the event of non-payment of the deposit in the time agreed by the parties, the Lessor has the right to withdraw from the contract.
8. The remaining amount for settlement shall be paid by the Lessor prior to arrival by transfer to the above-mentioned account. or in cash (in PLN or the equivalent in Euro) on the day of arrival. The down payment is credited towards the price.
9. The payment of the advance referred to in paragraphs 6-8 above shall not apply to reservations made and paid through the OTA service (eg [booking.com](http://booking.com), [Airbnb.pl](http://Airbnb.pl)).

### §3. PRICES FOR RENT

1. The applicable apartment rental prices and additional fees (final cleaning, air conditioning) are given on the website with which the order was made.
2. The rental price includes all taxes and additional fees, i.e. fees for utilities, electricity and water.
3. The price given for a given apartment is the price for its rental daily for a given period, including the number of people staying in it, but not more than is provided for the given apartment.

### §4. CUSTOMER ARRIVAL AND DEPARTURE, KEY RECEIPT, PAYMENT

1. Hotel day begins at 14.00 and ends at 11.00 the next day.
2. The check-in takes place from 14.00 to 22.00. There is a late check-in option between 22.00 - 1.00 with a fee of 50 PLN. In this case, prior contact is required to confirm this possibility. If it is not possible to reach an earlier agreed time, the Lessee is obliged to notify the Apartment Owner by phone immediately. In the absence of contact with the Lessee, the Lessor reserves the right to cancel the reservation.
3. The client must leave the apartment on the last day of stay from 6:00 am to 11:00 am. Handing over the keys and picking up the apartment by the representative of the Apartment Owner is always carried out in the apartment after prior notification by the Lessee and determining the time of receipt.
4. It is possible to set individual arrival and departure times.

5. If it is not possible to reach the previously agreed time, the Lessee is obliged to notify the Apartment Owner by phone immediately. In the absence of contact with the Apartment Owner, the Lessor reserves the right to cancel the reservation.
6. The check-in procedure requires the guest to show a photo ID.
7. The payment for the stay is paid in advance by bank transfer in full before arrival, by credit card through the booking service (eg booking.com, Airbnb.pl) or in cash on the day of arrival less the deposit paid.
8. The owner makes the apartment available after paying 100% of the booking value and after making the payment of the deposit (if required) and presenting the identity document.
9. In the area of the Orliński 12 building, where the apartment is located, it is possible to park the vehicle free of charge at designated public parking spaces along Orliński Street. In addition, there is a private parking space No. 102 located approx. 200 m from the building, detailed map of access in the annex. Both public and private parking is unguarded, and the owner of the apartment is not responsible for the vehicle left behind or the property in it.

## **§5. OBLIGATIONS OF THE CLIENT**

1. The Lessee undertakes to use the object of rent for housing purposes only and may not sublease the apartment or use it free of charge for third parties.
2. The apartment can not be occupied by a larger number of people than the one reported in the booking process.
3. The Lessee is obliged to respect the principles of good neighborliness. If the Lessee significantly violates the peace or good of the neighbors and does not comply with the commonly used norms of intercourse between people, the Apartment Owner reserves the right to terminate the contract without notice and is not obliged to repay the Lessee for unused period of stay.
4. The Lessee is obliged to keep the apartment in the condition it was in at the beginning of the stay. Repositioning of furniture and household appliances / audio / video devices that are on the apartment's equipment is prohibited.
5. In the apartments, night quietness is maintained from 22:00 to 6:00.
6. The Lessee bears material liability for any damage or destruction of equipment and technical devices caused by his fault or fault of persons staying in the rented apartment by the Lessee during the term of the apartment rental agreement.
7. In the event of damage, immediately after it has been confirmed, the Customer should notify the Apartment Owner.
8. The tenant is responsible for the keys and remote controls made available to the apartment, and in the event of loss - he is obliged to cover the purchase and installation costs of the new lock / remote control or anti-burglar insert.
9. The Lessee is obliged to pay special attention to the proper operation of water valves and electrical devices. Due to fire protection, the Lessee may not use any electrically powered devices that are not part of the equipment of the premises, except for: computers, razors, hair dryers and chargers for mobile phones.
10. For the safety and comfort of guests smoking cigarettes / using candles in the apartment is prohibited! In the event of violation of the smoking ban, the Lessee is obliged to pay a fine of PLN 500, and in the event of damage caused by the use of unauthorized items also to cover damage caused through them.
11. The storage of animals in the apartment is prohibited.
12. The landlord has the right to refuse to accept the tenant who during the previous stay grossly violated the regulations, caused damage to the property of the landlord or disturbed the principles of good neighborly cohabitation.
13. Without the prior written consent of the Lessor, photos and films made in the apartment, on which the apartment equipment is visible, can not be made available to the public. This prohibition applies in particular to the placement of photos or videos on websites and social networks.
14. Organizing all kinds of events in the apartment is not allowed. In the event of breaking the ban on the organization of events, the Lessee is obliged to pay a penalty of PLN 1000.

## **§6. RESIGNATION, NO CUSTOMER ARRIVAL, CHANGE OF CONTRACT TERMS**

1. Information about the change or cancellation of the reservation should be sent to us in writing, via e-mail or via e-mail.
2. In case of cancellation of booking by the customer, the deposit paid is not refundable, except if the company accepts another booking for the same apartment in the same period and under the same financial conditions.
3. Failure to contact the Customer or contact with him on the agreed date of arrival shall result in releasing the apartment for re-booking the next day.
4. We reserve the right to withdraw from the contract or offer another apartment if it is not possible to use the reserved apartment due to objective reasons (force majeure). If the replacement apartment does not meet the client's expectations, he / she has the right to withdraw from the rental contract and the paid down deposit will be returned in full.
5. The Lessor is not obliged to return the money for the period of stay not used by the Lessee.
6. In the event of disputes that may arise from the implementation of the agreement, the parties will seek to resolve them amicably, and in case of failure to reach agreement, the parties shall submit the dispute to a court of Universal.
7. Customer's personal data are properly protected and used with his permission by our company, the sole purpose of providing services in accordance with applicable regulations RODO (Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016. On the protection of in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (General Data Protection Regulation).

8. Complaints related to the rental of apartments should be sent in writing to the address of the owner of the owner of the apartment or address [biuro@wer.pl](mailto:biuro@wer.pl). The owner of the apartment will respond to the complaint in writing within 30 days from the date of lodging the complaint.
9. In matters not covered, the relevant provisions of the Civil Code and the Act of 29 August 1997 on Tourist Services shall apply. 1997 No. 133 item 884, as amended.

### **§7. FINAL PROVISIONS**

1. Any items of personal use left in the apartments by our guests will be sent to the address they specify at their expense.
2. An integral part of the regulations is:
  - Annex No. 1: Specimen confirmation of the transfer and collection of keys / remote controls for the apartment,
  - Annex No. 2: Description of the apartments' equipment.

**Annex No. 1 to the Regulations of renting an apartment  
Confirmation of handing over and receipt of keys / pilots to the Apartment  
88**

**§1. Confirmation of key collection by the Guest**

We hereby confirm the receipt of:

- keys to the apartment Orlińskiego Street No 12/88 in Krakow - pieces 1 (say one)
- remote control for parking gate - pieces 1 (say one)

Data of the receiver (Guest):

1. Name and surname: .....
2. Address of residence: .....
3. Type and number of the identification document (id Card or Passport):  
.....

.....  
Date and Signature of the Guest

I agree to the processing of my personal data by: Wer.pl with its registered office in Głęboka 75, 32-010 Luborzycza in order to carry out the apartment rental agreement. Providing data is voluntary. The basis for data processing is my consent. The recipients of the data may be:

1. Entities with whom Wer.pl has a cooperation agreement in place for the implementation of the contract between us and the performance of Wer.pl's obligations under the law, protection of Wer.pl rights in accordance with the law and implementation of the legitimate interest of Wer.pl within the meaning of the provisions on protection personal data. In particular, Wer.pl may transfer your Personal Data to entities such as: banks, debt collection companies, entities providing accounting services, companies providing postal and courier services. Such entities will be obliged under the agreements with Wer.pl to apply appropriate security, technical and organizational measures to protect Personal Data and process them only in accordance with the instructions provided by Wer.pl,

2. Supervisory authorities, authorities and other third parties; if it is necessary to achieve the goals set out above and to fulfill the obligations imposed by law. Personal data may be transferred to supervisory authorities, courts and other authorities (eg tax authorities and law enforcement authorities), independent external advisers (eg auditors) or entities providing benefits.

I have the right to withdraw my consent at any time. Personal data will be processed until the claims of the data controller and in relation to it are time-barred.

I have the right to request the administrator to access my personal data, rectify them, delete or limit processing, and the right to submit a complaint to the supervisory authority.

If you have questions regarding the processing of personal data, please contact the company's headquarters address.

.....  
Signature of the Guest

**§2. Confirmation of the keys' passing by the Guest**

Hereby:

- I confirm receipt of the keys to the Apartment Orliński 12/88 in Krakow - 1 item (say one)
- I confirm receipt of the remote control for the parking gate - 1 items (say one)
- I have read and accept the terms of renting the apartment (this document: 'Regulation for rent apartment')

.....  
Signature of the Owner

## **Annex No. 2 to the rules of renting an apartment Description of the apartment's equipment**

### **§1. Salon equipment**

1. Large double sofa
2. Additional pillows for the large sofa - 5 pieces
3. Small one-person sofa
4. Additional pillows for small sofa - 2 pieces
5. Set of bedding (for up to 3 people)
6. Desk table
7. Small and medium coffee table
8. Wardrobe post

### **§2. Kitchen equipment**

1. 4 burner induction hob
2. Electric oven
3. Microwave kitchen
4. Full-size fridge
5. Dishwasher
6. Deep plates - 5 pieces
7. Large plates - 5 pieces
8. Small plates - 5 pieces
9. A set of cutlery for 5 people
10. Knives - 2 pieces
11. Mugs - 5 pieces
12. Cups - 5 pieces
13. The coffee
14. Herbaciarka
15. Set of pots and pan
16. Chopping board
17. Coffee frother
18. Rubbish bins - 2 items
19. Oven glove

### **§3. bedroom equipment**

1. Two continental beds that can be combined into one double bed
2. Wardrobe
3. Bedside cabinets - 2 items

### **§4. Hallway equipment**

1. Built-in wardrobe
2. Vacuum
3. Hair
4. Mop, bucket
5. Iron, ironing board

### **§5. Bathroom equipment**

1. washing machine
2. Bathroom cabinet with glass squeegee
3. Hair dryer
4. Soap dish, cup

### **§ 6. Other**

Depending on the terms of the contract, the apartment may be provided by the owner with cleaning products, i.e. dishwasher tablets, dishwasher salt, washing machine capsules, liquid soap, shampoo