

# Regulations

## § 1 General Provisions and Definitions

01. The Regulations specify the conditions for short-term renting - calculated in days, of furnished and equipped Apartment located in Krakow at ul. St. Tomasz 25 / 4b, including conditions for making reservations and conditions for providing Tourist Services by Service provider.
02. The rental of the apartment is short-term and is not intended to meet constant needs of Tenants housing, and therefore there is no application of provisions of the Act of June 21, 2001 on the protection of the rights of tenants, the housing stock of the commune and change Civil Code.
03. By making a reservation, you accept the provisions of the Regulations, whose content the Customer has the opportunity to read on the electronic address <https://www.apartment-cracow.com> and <https://www.guide-cracow.com> and whose acceptance is confirmed by an appropriate statement on the booking form.
04. Whenever the content of the Regulations refers to:
  - a. Service providers - it ought to be understood as Christian Vogt, conducting business activity economic under company: KATAMARAN Christian Vogt ATU, ul. Bobrowskiego 7/8, 31-552 Kraków, NIP PL 675 128 05 81, operating the website at <https://www.apartment-cracow.com> and <https://www.guide-cracow.com> .
  - b. Customer - it ought to be understood as a natural person having the capacity to act legal entities within the meaning of the Civil Code, a legal person or an organizational unit, referred to in art. 33 1 of the Civil Code, being a party to the rental agreement short-term premises offered by the Service Provider or a service contract of Tourist services.
  - c. Apartment - it ought to be understood as a residential premises located in Kraków at ul. St. Tomasz 25 / 4b described in detail on <https://www.apartment-cracow.com> .
  - d. Tourist services - it should be understood as services such as sightseeing, pilotages, transfers, etc. described in detail at <https://www.guide-cracow.com> .
  - e. Website - it shall mean the following website:  
<https://www.apartment-cracow.com> and <https://www.guide-cracow.com> whose owner is the Service Provider and the booking platform contained on it.
  - f. Regulations - it should be understood these regulations.
  - g. Total Price of the Service - it ought to be understood as the amount indicated during the reservation process, covering all amounts concerning the concluded Agreement. The total price of the Service includes Polish VAT.

h. Higher Power - it ought to be understood as every external phenomenon, inevitable, which it was impossible to predict or oppose him, in particular the phenomenon of a factual, legal or administrative nature which, despite being added all efforts and efforts could not have been foreseen, e.g. flood, hurricane, quake land, storm, snowstorm, war, uprising, revolution, riots. It can not be understood force majeure through: illness, car accident, revoked vacation, absence documents authorizing to cross the border, family and personal matters, etc.

## **§ 2 Subject of the Agreement**

01. The subject of the Agreement are short-term rental of the Apartment and other Tourist Services offered by the Service Provider via the Website.
02. The Service Provider is obliged to provide the Customer with the Apartment as described on the Website and the organization of other Tourist Services on dates specified in the reservation, and the Customer is obliged to pay the Total Price of the service specified in the booking process.
03. Making a reservation by the Customer via the Website is tantamount to acceptance of these Regulations and to the conclusion of the Agreement on short-term rental or other tourist services between the Customer and Service provider.

## **§ 3 Booking and Payment Rules**

01. In the booking process, the Customer uses a virtual form located on the Website Via the Internet and through it the Customer selects the period of stay in the Apartment calculated in days or the date of Tourist Services, number of persons and price option depending on possibilities of resignation.
02. The customer provides the data necessary for the booking process, that is: name, address and email.
03. After completing the form on the Website with the necessary data, the Customer sends request for the option of booking the Apartment or other Tourist services on the form indicated by the Customer conditions.
04. The Service Provider immediately confirms the possibility of making the reservation on the terms specified by the Customer in the request form, sending to the Customer's email address.
05. An e-mail confirming the possibility of making a reservation under the conditions set out by the Customer in the request form contains a direct link to the Website with a summary of the individual customer request with the possibility of acceptance by Customer. After giving a phone number, checking „I confirm the general terms” and acceptance by the Customer, the Apartment or the Tourist services are booked on conditions specified in the query.

06. If the customer chooses the price option without the possibility of resignation, acceptance The Customer is tantamount to booking the Apartment or ordering Tourist Services and making direct payment of the Total Price of the Service.
07. If the Customer chooses the price option with the option of resignation, the Customer's acceptance is tantamount to booking the Apartment and the obligation to pay the Total Price at least 7 days before the beginning of the stay in the apartment, and in the case of Tourist services it is required to pay the Total Price of the Service at the latest on performance day of tourist services.
08. Payment for the rental of the Apartment is only in cashless form online via the Dotpay payment platform. Payment for other Tourist services can be also down by bank transfer or cash.
09. Confirmation of the reservation is made by delivering a messages to the e-mail address, provided by the Customer during the booking process with information about confirmation of booking, summary of conditions, determination of the Total Price Services, acceptance of the provisions of the Regulations and the date of reservation.

#### **§ 4 Conditions of stay in the Apartment**

01. Stay in the Apartment begins not earlier than at 3:00 pm. on the first day of stay and ends on the last day of stay at 11:00 a.m.
02. Earlier check-in at the Apartment before 3:00 am., as well as departure after 11:00 am. on the last day of stay is only possible after prior agreement with the Service Provider and obtaining the Service Provider's consent.
03. Night's rest applies in the apartment between 10:00 pm. And 6:00 am.
04. On the day of the beginning of the stay, the Apartment is delivered at the previously agreed time with the Customer by the Service Provider, the Customer will be issued the keys to the Apartment and gets acquainted with the premises.
05. The Service Provider is not liable to the Customer for any delays in handing over the premises due to the lack of notification of the arrival time by the customer.
06. On the day of check-in and transfer of keys to the premises, the Service Provider is entitled to require the Customer to show his / her ID card or passport to write down the data personal customer.
07. The Customer is obliged to use the Apartment in a manner consistent with its intended purpose, provisions of the Regulations and principles of social coexistence, in particular in a manner not disturbing the peace of third parties, including people residing in neighboring premises.

08. The Service Provider has the right to terminate the Agreement with immediate effect, if the customer or persons staying in the apartment behave in a manner aggressive or disturbing the peace of third parties, including persons residing in neighboring premises.
09. In case of obtaining the information specified in para. 8 above, the Service Provider is entitled to call the appropriate public services to the premises for examination circumstances in the apartment.
10. The Customer cannot sublet the Apartment or transfer it to persons third to use.
11. The apartment is completely non-smoking, in particular products tobacco. Smoking is only allowed on the balcony.
12. The apartment is completely banned from pets.
13. The Customer is obliged to take care of the Apartment with due diligence, in particular it is required to properly secure the Apartment, accurate closing entrance doors and windows during the absence, as well as to not taking things out of the premises and to careful storing keys and not sharing them with third parties.
14. The Customer is obliged to report any defects or deficiencies in the apartment immediately to the Service provider. It is forbidden to carry out any repairs in the premises by Customer.
15. The Service Provider should give the Customer an Apartment in a usable condition and keep it in this condition for the duration of the lease. Minor outlays combined with the normal use of the premises are charged to the Service Provider.

## **§ 5 Cancellation of the Booking**

01. If the customer chooses the price option without the possibility of resignation and making payment of the Total Price it is not possible to cancel the reservation and return the paid prices, unless the Service Provider and the Customer decide otherwise.
02. If the customer chooses the price option with the option of resignation and failure to make payment of the Total Price of the Service at least 7 days before the beginning of the stay in apartment, it is tantamount to resignation from booking. After payment the Total Price service cancellation and refund of the paid price is excluded unless that the Service Provider and the Customer decide otherwise.

## **§ 6 Liability**

01. The Service Provider is responsible for non-performance or improper performance of the Agreement, unless non-performance or improper performance is solely due to the action or Customer's omission.

02. The customer is responsible for all types of damages arising in the apartment, in the especially in its equipment and solid elements, caused by the act / omission of the client or the act / omission of persons who stayed in the apartment during the client's stay.
03. The customer is not liable for damages resulting from force majeure.

### **§ 7 Complaint**

01. In the event of non-compliance with the Contract for the provision of services, all complaints The customer should notify the Service Provider in writing or in electronic form within no time longer than 7 days from the end of the stay.
02. The Service Provider shall consider the complaint within 7 days after receiving it, which he shall inform about The customer in the same form: in writing or electronically.
03. In case of refusal to accept the complaint, the Service Provider is obliged to substantiate the reason for the refusal in writing or in electronic form.

### **§ 8 Final Provisions**

01. In matters not regulated, the provisions of the Civil Code apply.
02. The Customer declares that he has been informed about the content of art. 38 points 12 of the Act of 30 May 2014 on consumer rights, according to which in the case of contracts for the provision of services for accommodation other than for residential purposes, the consumer is not entitled provided for in art. 27 of this Act, the right to withdraw from a distance contract.
03. The customer agrees, within the meaning of art. 23 clause 1 points 1 and 3 in connection from art. 7 point 5 of the Act of 29 August 1997 on the protection of personal data for processing, updating, sharing and storing your personal data for the purpose of implementing the Agreement.
04. In order to make the payment of the Total Price of the Service by the Customer, the Service Provider provides Customer's personal data (first name, last name, e-mail address, phone number) to the Dotpay payment platform. Dotpay becomes an independent administrator of this data. Dotpay processes them for their own purposes only. The service provider does not entrust the processing of this data Dotpay.
05. All disputes between the Service Provider and the Customer will be considered in accordance with the regulations Polish law by a competent court in Poland