

TERMS AND CONDITIONS OF BOOKING AND DAILY RENTAL
Apartment Luxxx.eu Czestochowa Center
05.07.2023

§ 1. GENERAL PROVISIONS

1. These Regulations define the rules for the daily rental of the premises - Apartment Luxxx.eu Czestochowa Center
2. The terms used in the Regulations have the following meanings:
 - a) rental price - the total cost of renting the premises in a daily rental,
 - b) premises - Apartment **Luxxx.eu** Czestochowa Fully residential center furnished and equipped, intended for rent,
 - c) rental - daily rental, i.e. the Guest's handing over the premises for a temporary period use (for a period of up to 31 days) by the Owner for a short-term purpose accommodation in exchange for agreed remuneration,
 - d) short-term rental - a short-term rental agreement within the meaning of Of the Polish Civil Code, to which the provisions of the Act of 21 June 2001 on the protection of the rights of tenants, housing resources of the commune and o change of the civil code;
 - e) Guest - the person making the reservation or who has concluded a rental agreement for the premises,
 - f) Owner - LUXXX Obsługa Nieruchomości Zygmunt Pośpiech, voivodeship ŚLĄSKIE, city Czestochowa, Street Pomorska, number 10, 42-202 tel. 508 686 969, NIP number 5731009478 / REGON number 150664420, e-mail address: apartament@luxxx.eu, is not an entrepreneur within the meaning of the Act on on March 6, 2018 Entrepreneurs Law (i.e. Journal of Polish Laws of 2021, item 162, 2105)
 - g) Regulations - the regulations in question.

§ 2. BOOKING

1. Reservation of the lease of premises can be made:
 - a) via the on-line form on the website <https://apartament.luxxx.eu> -> link in MENU Book and NFHOTEL system
 - b) by e-mail to the following address: apartament@luxxx.eu,
 - c) through the booking portals (Airbnb, Booking.com, Expedia, FoodSoft, Gopos, HRS, Noclegi.com, Noclegi.pl, Profitroom),
2. When booking, please provide the following data: date of arrival and departure, personal details and contact, number of people who will stay in the premises.
3. The condition for making an effective booking is confirmation of the booking by Guest and payment of the reservation fee in the amount and on the date indicated during the booking process. The booking fee should be paid in a manner indicated during the booking process.
4. The reservation fee is a prepayment towards the rental price. The remainder to be paid

the amount for the rental price must be paid no later than before the start of the rental in the method indicated during the booking process. The booking fee can be 100% rental prices.

5. The person making the reservation of the premises must be at least 18 years of age.

6. If the Guest shortens his stay, it is due for the unused period the rental price is not refundable.

7. The cost of canceling the reservation is determined by the terms of the offer and the period for which stayed until the booked date. Unless otherwise stated:

a) cancellation of the reservation up to 14 days before the date of stay is free of charge. Owner is obliged to return the fee within 14 working days booking less 10 percent (cost of servicing payment systems and Partner systems).

b) in the case of cancellation of the reservation less than 14 days before the start of the stay or on the day of arrival, the Guest will charge a cancellation fee in the amount of the reservation fee paid.

8. Guest is responsible for the correct completion of the data in the booking process. The Owner is not responsible for the incorrect choice of the date of arrival or departure or incorrect indication of data by the Guest.

9. The above rules of making and canceling a reservation do not apply to reservations made through the booking portals of the Owner partners, to which the rules established by a given partner apply.

10. The payment unit is the Polish zloty (PLN). Any additional fees associated with making payments, including currency conversion, shall be borne by the Guest.

11. Online booking process:

a) After getting acquainted with the Guest's offer, when wanting to make a reservation, he selects the date of stay in the Premises, and then fills in the reservation form in which provides personal data and comments regarding the booking.

b) After completing and sending the form, the Guest is obliged to pay the fee booking, through one of the available payment methods. Fee the booking fee may be 100% of the rental price.

c) The condition for an effective booking is confirmation of the booking on-line by the Guest. The confirmation will be sent to the Guest to the address indicated in during the booking process, an email. The tenant should present at accommodation, sent an e-mail confirming the reservation on-line.

d) The Owner is not responsible for the unavailability or failure of the system booking.

e) The prices shown on the website apartament.luxxx.eu are gross prices.

f) In matters not covered in point (a) a) to e) shall apply accordingly general provisions regarding the Booking process, contained in this Regulations.

12. Making a reservation and paying the reservation fee means that the Guest understands and agrees to the terms of these regulations, available on the website

https://apartament.luxxx.eu/regulamin_en.pdf

13. The owner of the Apartment may demand a deposit to cover any damages

14. The deposit will be returned immediately after the end of the stay in the event of non-statement any damage or destruction. If any damage is found in the Apartment or damage, the return of the deposit is suspended until the valuation. If the amount of the deposit will be higher than the value of the damage or destruction, the difference will be returned in the same form the payment in which it was made. If the amount of the deposit is lower than the value of the damage or damage, the Lessee will be called to pay.

§ 3. PAYMENTS

1. Payment for the ordered services can be made using one of the following payment methods:

a) payments made via the nfhotel.pl system are handled by Przelewy24.

b) online payment through the booking portals of the Owner's partners (Airbnb, Booking.com, Expedia, FoodSoft, Gopos, HRS, Noclegi.com, Noclegi.pl, Profitroom, etc.),

c) by bank transfer: the entire amount or the amount remaining to be paid after the settlement of the reservation fee to the account number MBANK / Account number 22114020040000390282275055 / SWIFT BREXPLPWMB / IBAN PL22114020040000390282275055 indicated by the premises in the ordering process

2. The premises reserves the right to provide other forms of payment than those listed above, based on individual arrangements with the Owner.

§ 4. ACCOMMODATION AND CONDITIONS OF USING THE PREMISES

1. The apartment rental day starts at 4:00 pm and ends at 11:00 am.

2. For the time of renting the apartment, guests will be issued with a key to enter (or access to the apartment a website with which you can open and close the door) and move around the object. A fee is charged for losing or damaging the key the amount of PLN 200 / item

3. Leaving the premises and returning the keys should take place on the last day of the lease provided for by reservation, no later than 11:00 on that day. In case of not to leave the premises by the time indicated in the first sentence, the Guest will stay charged with an additional fee of PLN 100.00 for each subsequent started hour staying in the premises. When leaving the premises, the Guest is obliged to lock it with a key or with the help of a web application **and check that the door is properly closed.**

4. Extending the stay in the premises is possible after prior notification of this fact To the Owner by e-mail to the following address: apartament@luxxx.eu at the latest one day before planned departure by 12:00 and the Owner confirms the possibility continuing the lease. In this case, the extension of

stay may be covered an additional fee for each hour of extending the stay, but lower than that specified in the preceding paragraph and depends on the availability of the premises.

5. The Guest is strictly forbidden to sublet the premises.

6. The Guest is obliged to notify the Guest of any damage, immediately after its detection,

7. The Guest is obliged to fully cover the value of the damage he caused.

8. The Guest is responsible for the actions and omissions of people staying in the premises with the Owner, in particular for minors. Minors can live in the premises only with adults.

9. The Guest is obliged to comply with the above Regulations, as well as the Regulations Tidiness of the house building in which the premises are located.

10. Silence applies in the building where the premises is located from 22.00 to 06.00 nighttime. In the event of a breach of the curfew, the will be obliged to cover the costs possible intervention of the requested services.

11. The premises is designed for a maximum of 4 people. If the number of people turns out to be greater. The Guest undertakes to pay a penalty of PLN 100.00 than specified when booking each additional person per night.

12. It is absolute in the premises and in the entire building in which the premises is located a ban on smoking, tobacco products and other stimulants. Failure to comply to the above prohibition by persons staying in the premises, results in the imposition of The Guest is fined PLN 1000.00. Regardless of the fine you are about referred to in the previous sentence, the Guest will be charged with the costs related to activating the fire alarm system installed in the building and costs of intervention by relevant services, including security.

13. It is forbidden to do so in the building where the premises is located and in the premises itself being under the influence of drugs and / or alcohol.

14. Pets are not allowed in the premises.

15. The use of furniture is a personal matter. We do not tolerate games related to people excrement, we do not tolerate any illegal sexual activities that violate the rights or comfort of another human being. You only use BDSM furniture and solely at your own risk. We also ask for your understanding in terms of leave the furniture clean as you found it before check-in. For easier play, the furniture is equipped with combination padlocks, the code will be left to you handed over on arrival at the facility.

16. In the event of a suspected violation of these Regulations or a suspicion of committing a crime or an offense, the Owner / or proxy / Has the right to enter the premises at any time.

17. In the event of a breach of these Regulations by the Guest, the Owner may terminate the lease agreement concluded with him with immediate effect, keeping the established one the rental price.

18. The building in which the premises is located does not have its own parking space, but has the option of using a closed car park. Use during your stay with parking at the building is not payable, as long as there is a free parking space in the parking lot. Parking in the presence of prohibition signs may result in the car being towed away. If there is parking available free space, guests can only occupy 1 parking space. Parking is not guarded car park.

19. The Owner is not responsible for damage or loss of the belonging vehicle to the Guest.

20. The Guest rents the premises and only the Guest is liable to the Owner for the rent. Any events that do not happen in the premises are not caused by the Owner guaranteed and has no effect. Any sudden changes in weather, accidents and more random events - they do not apply to rentals and you cannot rent with them in any way bind and claim reimbursement rights, etc.

§ 5. RIGHTS AND OBLIGATIONS OF THE TENANT

1. The Guest is obliged to maintain and return the premises in a non-deteriorated condition. Before leaving the premises, the Guest is obliged in particular to leave dishes washed or placed in the dishwasher, leaving the equipment washed in the kitchen utensils, collect the rubbish in the garbage can or in the bags, leaving them next to them trash can. Moving furniture and household appliances / electronics is prohibited. Behind failure to comply with the above provisions, the Guest will be charged a fee for additional cleaning in the amount of PLN 200.00.

2. The Guest may not sublet the premises and may not be used free of charge by persons third.

3. The Owner gives the premises for use only for residential purposes. Using the premises for other purposes, in particular commercial and advertising, it is possible only with the prior consent of the Owner and on financial terms agreed with the Owner under the pain of damages.

4. The Guest may not make any alterations or other permanent changes to the the premises.

5. The Guest cannot change the locks or make additional keys to the rented premises.

6. The Guest is obliged to report any defects and failures to the Owner immediately after their detection, to the e-mail address: apartment@luxxx.eu.

§ 6. RIGHTS AND OBLIGATIONS OF THE OWNER

1. The Owner is not responsible for the loss or damage of the things brought in by the Guest to the premises.

2. The Owner not responsible for any left by the Guest of the Items. Storage costs incurred by the Owner and keeping things in proper condition, as well as costs of delivering things to the Guest, are charged to the Guest.

§ 7. COMPLAINTS

1. In the event of any deficiencies in the quality of the services provided, Tenants may submit complaint by e-mail to the following address: apartament@luxxx.eu. A complaint should to contain:

- a) first name and surname;
- b) mailing address;
- c) the e-mail address provided when making the reservation;
- d) date of stay
- e) method of booking
- f) description of the problem that arose during the stay.

In the event that the information provided in the complaint would need to be supplemented

The Owner will ask the Guest to supplement them.

2. The Owner will inform the Guest by e-mail about the method of considering the complaint return to the Guest's e-mail address within 14 working days from the date of receipt complaints by the Owner.

§ 8. PROCESSING OF PERSONAL DATA

The scope and method of processing personal data are specified in the Privacy Policy annex to these Regulations.

§ 9. FINAL PROVISIONS

Before booking the premises, the Guest is obliged to read the content of these Regulations. Reserving the premises is tantamount to accepting the content of these Regulations and consent to the conditions contained therein.