

TERMS OF RESERVATION AND STAY AT THE ROOMS BYTOM APARTMENTS

Introduction

1. The following terms define the conditions and terms for Services provided by the Lessor, the rights and duties of the Lessor and Lessees related to the provision of apartment rental Services, rules regarding the protection of personal data of the persons using the services as well as the terms of excluding the liability of the Lessor arising from provision of the Services.
2. The Terms have been made clearly and readily available by the Lessor at www.roomsbytom.com in a way that allows the Lessee to obtain and record them using an ICT system.

I. Provisions

The Terms employ the following terminology;

1. Means of electronic communication - technical solutions, including ICT devices and corresponding software tools which allow for individual long-distance communication using data transmission between ICT systems, especially electronic mail.
2. Distance contract - a contract concluded with a consumer within the organised distance contract system without the simultaneous physical presence of the parties using one or more long-distance communication means up to and including the moment of conclusion of the contract.
3. Lessor – Studio Modena Sp. z o.o., ul. Celna 11, 41-906 Bytom, NIP: 626-18-06-260.
4. Lessee – an entity being a physical person, a legal person or an organisation unit which uses the services of the Lessor while simultaneously being a Guest.
5. Guest - a person using the accommodation services. A Guest can also be a Lessee.
6. Online Reservation - reservation of the service through the www.roomsbytom.com website.
7. Authorization Document - a document defining the detailed terms of reservation including the length of stay and the price.

8. Before using the services provided by the Lessor, the Lessee is obliged to become acquainted with these Terms and confirm their acceptance.

II. Making a reservation

1. Making online reservations requires the use of commonly used browsers.
2. The Lessor provides services on behalf of the Lessee within the scope and according to the conditions set out in these Terms.
3. The Lessee undertakes to observe these terms.
4. The Lessor reserves the right to perform maintenance works, which may cause temporary inconvenience or prevent the Lessee from using the ICT system.
5. Reservation of a stay can be made by:
 - using the website - www.roomsbytom.com and the online reservation system it contains,
 - completing a form (tab contact) on the www.roomsbytom.com website
 - telephone reservation (provision of contact data is required later on)
 - personal confirmation of the booking in writing at the Company's office – 41-902 Bytom,
ul. Józefczaka 8/4, from 10:00 to 16:00

III. Reservation process

1. Online reservation is made by following the instructions provided by the automatic reservation system, filling in a registration form and making a payment through the specified payment system.
2. Liability for the consequences resulting from the submission of incorrect data by the Client in forms lies with the Lessee.
3. Prices presented in the system refer to a one-day stay in a room, the currency is PLN.
4. In the event of transfer payment, any transfer fees shall be paid by the Lessee.
5. After a reservation has been made, Rooms Bytom will send confirmation of the booking as well as access codes to the rented apartments (we do not have a reception and moving into a rented apartment takes place without our staff's participation) to the email address, telephone number (sms) or fax number specified by the Lessee.

IV. Price for accommodation services

1. The price list of accommodation services/apartments is available on our website www.roomsbytom.com. The price list contains gross prices (including 8% VAT), binding at the time of reservation.

V. Making payments and invoice issue

1. Payments are effected directly during the online reservation process. Payment is a condition for booking confirmation. A reservation is valid only after a payment established by Rooms Bytom in accordance with the agreed price offer has been made.

2. Lack of payment within a term specified in the authorization document shall be deemed as the Lessee's resignation from reservation and failure to effectively conclude a contract.

3. The Lessee booking a stay can make the above payment in the form of: credit card charging, bank transfer, e-transfer or cash.

4. Cash payments are effected at the Company's office– ul. Józefczaka 8/4, 41-902 Bytom from 10:00 to 16:00.

5. Credit card authorization and payment settlement are served by a third party – First Data POLCARD, through a direct connection with the server of the credit card settlement agent.

6. The payment date is the date of crediting the account of Rooms Bytom.

7. Bank transfers:

Bank Handlowy in Warsaw
ul. Senatorska 16, 00-923 Warszawa

bank account number: 95 1030 0019 0109 8530 0040 1545,
SWIFT CODE: CITIPLPX

8. The Lessee shall issue an electronic invoice in accordance with the applicable provisions of Polish tax law.

VI. Terms of reservation changes and cancellation

1. In the event a reservation is cancelled upon the Lessee's request, the amount paid shall be returned and the administrative costs of PLN 40.00 – EUR 10.00 shall be deducted.

2. The resignation free shall be deducted from the amount received from the Lessee.
3. A request for cancelling a reservation should be made via electronic mail to the address: rezerwacje@roomsbytom.com no later than 24h prior to the check-in.
4. Rules regarding the conclusion and termination of contracts for providing accommodation services by the Lessor are fully described in these Terms; apart from these cases, contract termination is possible only upon mutual agreement of the parties, which must be made in writing under the pain of invalidity.

VII. Personal data protection

1. Data is collected from completed forms via the www.roomsbytom.com website. A form contains required boxes which have to be filled in.
2. The data is stored and processed by the Lessor in accordance with the principles specified in the Personal Data Protection Act and the Act on Rendering Electronic Services.
3. The Lessee has a right to access as well as to correct, change and delete their data.
4. The Lessee is obliged to provide their personal data; refusal to do so in certain cases may prevent the contract from being concluded.
5. The Lessor informs that pursuant to art.18 of the Personal Data Protection Act, it has the right to process personal data of the Lessee in accordance with and in the scope specified by the above act, for the purposes of effecting online reservations at Rooms Bytom.
6. The Lessee will receive the said information via registration in the system.
7. The administrator of personal data is: Studio Modena Sp. z o.o.
8. The Lessee has the right to access and correct their personal data.

VIII. Claim handling procedure

Claims can be made due to:

1. Failure to keep the deadline for commencing the provision of services on behalf of the Lessee due to the reasons attributable to the Lessor.
2. Failure to provide or improper provision of the services or their incorrect settlement.
3. A claim can be made only by phone - during the stay.

IX. Additional information on the stay

1. The check-in time begins at 16.00 and the check-out time is 12.00.
2. The stay is payable in advance – by the latest on the date of arrival, when the access codes are provided; it is not subject to return in the event of a shortened stay.
3. The number of people to stay in the apartment is limited to that specified in the confirmation of the accommodation booking.
4. The stay can be prolonged only if a particular Apartment is available.
5. The night quiet time is from 20:00 to 8:00.
6. The rules of staying in an apartment are defined in the Terms of Stay at Rooms Bytom.
7. By making a reservation, the Lessee confirms they have become acquainted with the Terms.

X. Terms of use of the Rooms Bytom Apartments

1. Smoking is strictly forbidden at Rooms Bytom (except for designated places – 1 balcony). The ban applies to Rooms Bytom as well as other common areas (staircase). In the event this rule is violated, Rooms Bytom may charge the Guest with PLN 100.00 for each case of breach.
2. An iron and ironing desk are available from Rooms Bytom.
3. In the event of technical failures or staining the elements of the Apartment furnishings, any attempts to clean the same on one's own are forbidden – in such cases the Guests are requested to contact the office. It is also forbidden to make repairs by oneself.
4. The Internet is available and free-of-charge.
5. A Guest cannot make the apartment available to other persons even if the paid-for period has not elapsed.
6. Only registered persons can stay in an apartment from 22:00 to 08:00.
7. Rooms Bytom can refuse to admit a Guest who during the previous stay grossly breached the terms, damaging the property of Rooms Bytom or otherwise disturbing a peaceful stay of the Guests on the premises of Rooms Bytom.

8. Failure to leave the apartment on the day of planned departure until 12:00 shall be deemed as the stay prolongation for another day.

9. The number of people staying in the apartment cannot be higher than that established in the booking process. In the event this provision is found to have been breached, Rooms Bytom is entitled to charge the Guest with an extra fee.

10. Arrivals and departures from Rooms Bytom are possible from 8.00 to 20.00 – at other times the Guests are requested to respect the night quiet time in the staircase.

XI. Terms of use of the Facility

1. Children and youth under 18 years of age can stay at Rooms Bytom only if supervised by adults. The carers bear financial responsibility for any damage resulting from the activity of children and youth until 18 years of age in their custody.

2. A Guest shall bear full financial responsibility for all kinds of damage to the furnishings and technical infrastructure of the facility resulting from the Guest's own activity or the activity of visiting persons or persons in the Guest's custody. In the event the provisions of the Terms have been violated, Rooms Bytom may refuse to provide the services to the breacher. Such a person shall be obliged to pay without delay for the services provided so far as well as for any damage they caused, and shall be requested to immediately leave the facility.

3. Due to safety reasons, when leaving Rooms Bytom, each Guest should turn off the TV, the lights and taps, lock the doors, turn off the air-conditioning and unplug the iron.

XII. Reservation and checking-in

1. The basis for a Guest's stay is a completed form and submission of an identity document containing a photograph or sending its copy by email.

2. Any defects or lacks in the furnishings should be reported by the Guests to the Company's office on the date of arrival – otherwise any defects or lacks shall not be deemed to have been found.

XIII. Liability of Rooms Bytom

1. A Guest should inform the Company's office of any damage immediately after it was discovered.

2. Rooms Bytom shall not be liable for the loss of money, securities, valuables or any objects of scientific or artistic value which have been left on the premises of the facility.

3. Rooms Bytom shall not bear responsibility for the damage or loss of a car or another vehicle belonging to the Guest as well as any objects left in it.

XIV. Return of personal belongings left

1. Personal belongings left in the apartment shall be sent back to the address indicated by the Guest at his/her own expense.

2. In the event the Guest has not given any instructions to send back the items left behind, Rooms Bytom shall store the above objects at the expense of their owner for a period of three months.

XV. Leaving the Apartment and checking out

1. After the stay a Guest is obliged to leave the apartment clean.

2. Before the Guest checks out, Rooms Bytom staff have the right to inspect the condition of the apartment. Any defects and/or lacks found during the inspection shall be the responsibility of the Guest leaving the apartment. An inspection can also be performed by Rooms Bytom staff without the Lessee's participation. In the event any defects or lacks in the equipment are discovered, Rooms Bytom shall photograph the damage, prepare a list of lacks and recover resources from the Lessee for covering the losses.

XVI. Additional provisions

1. Rooms Bytom accepts the presence of pets (applies solely to dogs and cats weighting a maximum of 40 kg and other small pets).

2. The animals shall remain under the custody of their owner, who bear legal and financial liability for the animal. The Lessee is obliged to bring any accessories required for the pet (bowl, litter box) and to clean up the apartment while bearing in mind the smell of their pet's excretory products. Faeces must be immediately removed to the container located in the backyard.

3. Storing dangerous explosives – weapons, ammunition, flammable, explosive and illuminating materials in the apartments is forbidden.

4. It is forbidden to make excessive noise on the premises of Rooms Bytom, release unpleasant smells or otherwise disturb other Guests.
5. Guests are not allowed to make any changes to the apartments or their furnishings.
6. Making a reservation is equivalent to accepting these Terms and agreeing to observe the provisions contained herein.

XVII. Transitional and final provisions

1. Any matters not provided for herein shall be governed by the pertinent provisions of the Civil Code (the Journal of Laws No. 16, item 93 with subsequent changes), Act on Rendering Electronic Services (the Journal of Laws 2002 No. 144 item 1204 with changes) as well as other provisions of generally applicable law.
2. The Lessor reserves the right to make changes to these Terms with the restriction that in the case of bookings made before the Terms change, the version of the Terms which was binding at the time of placing the order shall apply.

Studio Modena Sp. z o.o.

Bytom, 20.02.2017