PALM Rogowo PALM Sp. z o.o. Sp.k. ul. Batorowska 7b 60-185 Skórzewo 777-324-83-78 tel. 724673000, 724678000

# Terms and Conditions of booking and rental at the PALM Rogowo Resort

Everyone who makes a booking accepts the terms and conditions set out below. Failure to accept the T&Cs terminates the booking process.

## **T&Cs of bookings**

- 1. Bookings can be made by e-mail at kontakt@palmrogowo.com or by phone on 724 673 000 or 724 678 000.
- 2. Booking confirmation or information about cottage unavailability on the specified dates is sent within 48 hours to the e-mail address indicated by the person making the booking or by a text message sent to the phone number provided by the customer.

### **Payment terms**

- 1. The prices provided are gross values and include 8% VAT. The payment currency is Polish złoty (PLN). Payments should be made by bank transfer to the account held with Volkswagen Bank Polska SA: 67 2130 0004 2001 0691 7041 0001.
- 2. Within 3 days from making a booking, the Booking Party shall be obliged to make an advance payment at the value of 30% of the rental fee based on the rental dates and price established during the booking process, payable by bank transfer. The remaining part of the rental price can be paid on the day of arrival in cash before the keys are released or 7 days before arrival together with a security deposit of PLN 500 payable by bank transfer.
- 3. The security deposit is collected towards any damages caused by the Renter. It is refunded if no issues are found while vacating the cottage, within 5 days from the Renter's departure to the Renter's bank account, if the initial payment was made by bank transfer, or in cash on the day of departure if the initial payment was made in cash.
- 4. The rental price is increased by the local tax according to the rate in place in the municipality of Trzebiatów. Other fees are charged according to the price list published on the website: www.palmrogowo.com.
- 5. We issue VAT invoices.

### Cancelling a booking

- 1. If a booking is cancelled at least 31 days before the planned arrival date, 50% of the advance payment is refunded. In case of cancellations made less than 31 days in advance, the advance payment is not refunded.
- 2. No refunds are given for unused bookings (early departure/ later arrival).

### Changing the booking

- 1. In case of changing a prior booking, the Booking Party should notify us about the change in writing at the indicated e-mail address. The booking dates can only be changed if other dates are available.
- 2. The customer shall be informed whether a booking can be changed within 48 hours.
- 3. Your stay at the selected cottage can only be extended if extra days are available.

# Arrival, release of keys, departure

- 1. Guests are welcome to arrive between 4PM and 8 PM. Other arrival times need to be agreed in advance.
- 2. You need to vacate the cottage no later than by 10AM.
- 3. Later arrival or departure times are possible if agreed in advance.
- 4. Cottages are handed over in the presence of the Landlord's representative and the Renter.
- 5. Instruction manuals for the available equipment can be found inside the cottage.
- 6. An inventory can be found in the cottage to allow the Renter to check the available fittings/furniture.

### Complaints/ damages

- 1. Any damages, faults and issues detected during the stay should be reported immediately to the Landlord.
- 2. If during the stay the customer causes any furnishings, fittings or interior design features to be lost or damaged, the Landlord reserves the right to seek compensation for the damages from the Renter at a value exceeding the security deposit paid.
- 3. The cottages are handed over to customers in a furnished, fitted and clean state. The persons renting the cottage have an obligation to look after the property.
- 4. Smoking and pets are strictly prohibited inside the cottage.
- 5. Other guests can visit the cottage only if agreed in advance with the owners.
- 6. Night quiet time should be observed between 10PM and 6AM.
- 7. Due to fire protection requirements, it is prohibited to use any electric equipment or tools inside the cottage requiring connection to a power supply if they do not constitute part of the cottage furnishings, except for chargers with a safety certificate.

# **Agreement cancellation**

- 1. In case of any persons engaging in improper behaviours, disturbing the peace, failing to abide by the established norms of good behaviour, the Landlord shall have the right to terminate the agreement immediately.
- 2. The maximum number of sleeping spaces in a cottage is 8. Exceeding the maximum allowed number of guests without notifying the Landlord in advance and paying the relevant fee shall lead to immediate termination of the agreement concluded with the Landlord.

#### Insurance

1. The price of services provided by the Landlord does not include insurance. Customers use the services at their own risk. The Landlord shall not be liable for any damages, injuries, theft or loss of property sustained by the Renter during their stay. We recommend taking out insurance before your stay.

2. Any disputes between the Landlord and the Renter shall be governed by the Polish law. Disputes shall be settled by a court competent for the residence of the Landlord.

# **General Terms and Conditions of using the facilities**

- 1. The facilities at the resort shall only be used according to their intended purpose.
- 2. Each Renter shall have the right to use the facilities at the resort within the scope specified in these T&Cs, without infringing the rights of any other users or engaging in any activities which may pose a risk to property or rights of use of property.
- 3. Each user shall be responsible within the scope of these T&Cs for all persons staying in the cottage or using other facilities at the resort with them.
- 4. Users of the facilities shall have an obligation to look after the surroundings and facilities at the resort and to protect them from damage.
- 5. It is prohibited to store materials that are dangerous, harmful to health, flammable or inappropriate at the resort.
- 6. It is prohibited to block walkways in the resort with large objects obstructing use of the facilities by other persons.

### Road traffic and parking

- 1. The road in the car park is considered a residential-area road, therefore the traffic speed is limited to 20 km/h in the area.
- 2. Motor vehicles may only be parked in designated areas.
- 3. It is prohibited to stop or park cars in areas which may obstruct free access to the facilities by emergency vehicles.
- 4. It is prohibited to park vehicles which contaminate the environment at the resort (leakage of industrial fluids).
- 5. It is prohibited to park uninsured vehicles (without third-party liability insurance) or without registration plates at the resort.
- 6. It is prohibited to park vehicles of total mass exceeding 3.5t or special vehicles at the resort.
- 7. Any vehicles parked at the resort against the T&Cs described herein shall be removed from the resort at the owner's cost.
- 8. Please exercise extra care while entering and leaving the resort. Any damage caused by the use of vehicles inside the resort shall be paid for by the owner or user of the vehicle who caused the damage.
- 9. It is prohibited to repair vehicles within the resort in a manner causing pollution, noise or excessive exhaust gas emissions.
- 10. To all matters not settled in Section IV of these T&Cs, the provisions of the Highway Code and road signs located within the resort shall apply.

### Waste/ litter removal

- 1. Any waste/ litter should be placed in the special containers.
- 2. Any customers who wish to remove large items are obliged to do so at their own cost. Leaving large items by the bin store is prohibited.
- 3. Each Renter shall be obliged to remove waste from the cottage and take it to the bins on an ongoing basis and immediately before departing from the resort in accordance with the waste segregation rules in place in the municipality of Trzebiatów.

#### Pets

1. It is prohibited to keep cats, dogs or other common pets at the resort.

### Terms and Conditions of using the swimming pool

- 1. Renters shall have the right to use the swimming pool.
- 2. Renters bear full liability for any persons using the pool, without excluding the responsibility of the person using the pool.
- 3. Renters shall be obliged to cover any costs of damaged caused due to using the pool in a manner contradictory to the T&Cs or in a manner contrary to its intended purpose.
- 4. Children up to 12 years of age can only use the pool with adult supervision.
- 5. Any persons using the pool shall be obliged to abide by these T&Cs and by the T&Cs of using the pool, which are to be established.
- 6. Any persons using the pool do so at their own risk. The owners and managers of the resort shall not be liable for any injuries or accidents suffered while using the pool nor for any property left in the pool area.
- 7. The owners and managers of the resort shall have the right to refuse entry to the pool to any persons who fail to abide by these T&Cs.

# **T&Cs** of using the play area

- 1. The play area is intended for play, recreation and rest of children and youth.
- 2. Children under 7 years of age may only use the play area with supervision of their parents or guardians.
- 3. The facilities in the play area may only be used according to the intended purpose and in line with the T&Cs.

### Personal details

- 1. The Booking Party and the Renters consent for their personal data to be included in the Landlord's database. The data shall be processed solely for booking and marketing purposes pursuant to the Personal Data Protection Act of 29.08.1997.
- 2. The Booking Party and the Renters have the right to access their personal data and to correct them.

### **Complaint procedure**

- 1. Complaints may be submitted with regard to:
  - a) failure to commence provision of services to the Customer on the date indicated in the agreement at the Service Provider's fault,
  - b) failure to perform or improper performance of the agreement.
- 2. Complaints may be submitted within 30 days from the day of the Customer detecting the fault referred to in item 1.
- 3. Complaints should:
  - a) be submitted to the address of the registered office of the Service Provider, through e-mail to kontakt@palmrogowo.com or in person, in writing, to reception staff at PALNM Rogowo immediately after discovering the issue referred to in item 1,

- b) contain the first and last name, cottage number and a brief description of the issues reported,
- c) be signed (in case of complaints sent to the Service Provider's registered office) and contain current details of the Service Provider.
- 4. Complains are processed by the Service Provider within 30 working days from receipt. If a complaint cannot be processed by the Service Provider in the abovementioned timeframe, the Service Provider will inform the Customer about the causes of the delay and the expected time of processing the complaint. If a complaint is submitted orally, the Service Provider will make every effort to process it immediately.
- 5. If a complaint is rejected, the Service Provider is obliged to provide a detailed, written justification for the rejection and inform the Customer about their right to appeal to the competent Consumer Ombudsman.

# **Final provisions**

1. To all matters not settled herein, relevant general legal provisions shall apply, including, in particular, the provisions of the Civil Code.