

## TERMS AND CONDITIONS FOR BOOKING OF STAY

at B&B Wadowice

### INTRODUCTION

Michał Goczał, conducting business activity under the business name of MORGAN Sp. Z o.o., address: Leńcze 327, 34-142 Leńcze, entered into the Central Registration and Information on Business, NIP (Tax Identification Number): 5512379554, REGON (Polish Business Registry Number):356872520, hereby introduces these Terms and Conditions, thus fulfilling the provisions of the Act of 18 July 2002 on the provision of services by electronic means (Dz.U. /Journal of Laws/2017.1219, consolidated text of 24 June 2017) and undertakes to comply with it.

#### 1. General provisions.

1.1. The terms used in these Terms and Conditions have the following meaning:

a) Booking Form - an online form available on the Website, used for the booking of accommodation Service, as referred to in these Terms and Conditions, on the premises of B&B,

b) B&B Wadowice - accommodation facility at ul. Konstytucji 3 Maja 4, 34-100 Wadowice.

c) Customer - a natural person, including a Consumer, who is at least 13 years old, and if the person is under the age of majority, the consent of its statutory representative is needed if so required by law, unless the contract concluded is of the nature indicated in Art. 20-22 of the Civil Code, as well as a legal person and an organizational unit not being a legal person granted legal capacity by law - which concludes a contract with the Seller by means of a distance communication,

d) Consumer - a natural person who makes a legal transaction with the Service Provider which is not directly related to its business or professional activity,

e) Terms and Conditions - these terms and conditions for the provision of services by electronic means at B&B Wadowice through the website: [www.bandbwadowice.pl](http://www.bandbwadowice.pl)

f) On-line Booking - a reservation of Services made in the ICT system in real time through the booking system operating on the website: [www.bandbwadowice.pl](http://www.bandbwadowice.pl),

g) Website - the website of the Service Provider available at: [www.bandbwadowice.pl](http://www.bandbwadowice.pl)

h) ICT System - a set of cooperating IT devices and software, ensuring processing and storing as well as sending and receiving of data through telecommunications networks using the end device that is appropriate for a given type of telecommunications network, within the meaning of the Act of 16 July 2004 - The Telecommunications Law (Dz.U. /Journal of Laws/ 2017.1907, consolidated text of 12 October 2017),

i) means of electronic communication - technical solutions, including ICT devices and software tools cooperating with them, which enable individual remote communication using data transmission between ICT systems, in particular electronic mail,

j) Electronically Supplied Services - provision of a service rendered without the simultaneous presence of the parties (remotely), by transmitting data at an individual request of the Service Recipient, sent and received by means of devices for electronic processing, including digital compression, and for data storage, which is entirely transmitted, received or transmitted via telecommunications network within the meaning of the Act of 16 July 2004 - The Telecommunications Law (Dz.U. /Journal of Laws/ 2017.1907 of 12 October 2017),

k) Contract - means a contract for the provision of a room booking service, concluded electronically, the object of which is to provide the Service indicated in these Terms and Conditions;

l) Service - means accommodation service(s) in the facility on the dates specified in the booking. The reservation can be made, changed or cancelled electronically, within the deadline and

on the terms set out in these Terms and Conditions. A detailed description of Service is included in point 3 of these Terms and Conditions;

m) Service Provider - Michał Goczał, running a business under the name of MORGAN Sp. z o.o., address: Leńcze 327, 34-142 Leńcze, entered into the Central Registration and Information on Business, NIP (Tax Identification Number): 5512379554, REGON (Business Registry Number):356872520, email: [bandb.wadowice@poczta.fm](mailto:bandb.wadowice@poczta.fm) , tel.: 885,027,829. The Service Provider is the operator of the website: [www.bandbwadowice.pl](http://www.bandbwadowice.pl),

n) Service Recipient - an entity using the services of the Service Provider who is a party to the service provision contract, being a natural person, a legal person or an organizational unit without legal personality, which undertakes to comply with these Terms and Conditions. The Service Recipient is also an entity ordering the provision of certain services by electronic means on the terms set out in the Terms and Conditions,

o) Act - the Act on the provision of services by electronic means of 18 July 2002 (Dz.U. /Journal of Laws/ 2017.1219 consolidated text of 24 June 2017),

m) Consumer Rights Act - the Act of 30 May 2014 on consumer rights (Dz.U. Journal of Laws/ 2017.683 consolidated text of 30 March 2017 ),

p) GDPR – Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.2. Before using the services provided by the Service Provider through the Website, the Service Recipient undertakes to read these Terms and Conditions and declares to accept its terms without the need to prepare a separate agreement.

## **2. General conditions for the provision of services by electronic means**

2.1. These terms and conditions specifies the rules for the provision of electronic services for making, changing or canceling reservation in relation to Accommodation services at B&B Wadowice as well as the rules and procedure for concluding distance contracts with the Service Provider.

2.2. Reservations for stays at the B&B Wadowice can be made in the following ways:

- Booking via the Service Provider's website and its booking system,
- Booking a stay at B&B Wadowice by fax or electronically (email),
- Booking a stay at B&B Wadowice by phone - such booking requires confirmation in a form of the required deposit to be paid within 3 days from the date of making the phone reservation; if it is not confirmed (failure to make a deposit payment), the reservation will not be accepted by B&B Wadowice.
- 2.3. The condition for the provision of Service is to read these Terms and Conditions and accept its provisions by marking appropriate fields of the booking form in the Service Provider's System (with regard to the reservations made through the booking system available on the B&B Wadowice's website) and to make a statement giving a consent to the processing of personal data in order to provide the Service, accepting the fact that data is provided on a voluntary basis and acknowledging the rights of the Service Recipient in connection with the processing of their personal data by marking the relevant fields of booking form in the Service Provider's System.

2.4. Service provision in relation to the reservations made through the booking system located on the website of B&B Wadowice is possible only after completing the booking form under the Service

Provider's System and after accepting these Terms and Conditions and submitting the declarations referred to in point 2.2. of these Terms and Conditions.

2.5. The use of the Service is voluntary.

2.6. The Service Recipient is obliged to comply with the prohibition of misusing electronic means of communication and providing content, by or to the Service Provider's ICT System, causing work disturbance or overloading the ICT System and violating third party rights, generally accepted social norms, or content that does not comply with the generally applicable provisions of law.

2.7. Service Provider reserves the right to carry out maintenance work of the ICT system which may cause difficulties or prevent the Customers from using the services. The Service Provider will inform the Service Recipients about any difficulties related to the use of services at least 24 hours before conducting maintenance work, by posting an appropriate message on the Website [www.bandbwadowice.pl](http://www.bandbwadowice.pl).

2.8. In special cases, when the security or stability of the ICT System is at stake, the Service Provider shall have the right to temporarily stop or limit the provision of services without prior notification to Service Recipients and carry out work aimed at restoring the security and stability of the ICT System. The Service Provider will inform the Service Recipients about any difficulties related to the use of services by posting an appropriate message on the Website [www.bandbwadowice.pl](http://www.bandbwadowice.pl).

2.9. The Service Provider provides access to up-to-date information on specific risks related to the use of the service provided by electronic means; the function and purpose of software or data not being a component of the service content, entered into the ICT system used by the Service Provider at the request of the Service Recipient, provided electronically to the e-mail address of the Service Provider.

2.10. In order to use the Website and the Services provided by electronic means via the reservation system located on the website of B&B Wadowice by the Service Provider, the User must have access to the following tools and meet the following minimum technical requirements in total:

a) a device (computer or mobile device) with a minimum screen resolution of 1024x 768, with Internet access,

b) current, active and properly configured email account,

c) one of the following web browsers:

- Mozilla Firefox version 50.0 or newer with Java Script enabled, accepting cookies or;
- Internet Explorer version 11 or later with Java Script enabled, accepting cookies or
- Google Chrome version 54 or newer with Java Script enabled, accepting cookies;
- Safari version 3.2.2 or newer with Java Script enabled, accepting cookies;

When the Website is used, cookies are installed in the Service Provider's ICT system. The Service Users can change the settings in that scope, including deletion of cookies, and use the option of automatically blocking cookies; however, allowing the installation of cookies is a prerequisite for using the Website. Detailed information about cookies used on the Website, including during the provision of Services, are available in the Service Provider's Privacy and Cookies Policy, available at [www.bandbwadowice.pl](http://www.bandbwadowice.pl)

2.11. Service Users are not allowed to provide any illegal content.

### **3. Types and scope of the services provided by electronic means**

3.1. The Service Provider provides services by electronic means in the scope of:

a) online booking of accommodation services,

b) information and promotional services regarding the Service Provider's own products and services as well as products and services of its trading partners

3.2. Online booking

3.2. A. Booking process:

a) On-line booking of the Service is made by following the actions suggested by the automatic booking system, consisting in filling out the Booking Form, in which the Service Recipient is asked to select the dates of stay, number of guests, selecting the price offer; then the Service Recipient is asked to select the calculated price offer, provide their data as specified in point b) below, and make the required payment.

b) The Service Recipient who is booking the Services is obliged to provide correct data and correct information in the Booking Form, according to which the booking is prepared along with the cost calculation. The Service Recipient is required to provide the following contact details in the Booking Form: first name, surname, email, mobile number and home address, and make a statement that they have read booking terms and conditions set out in the Rules and Regulations and accept them by marking the relevant option in the Booking Form. The Service Recipient may also agree to receive commercial information electronically by selecting the relevant box in the Booking Form (optional consent). Service reservations are made by pressing BOOK AND PAY button in the Booking Form.

c) After making the reservation, in accordance with point b) above, the Service Provider shall automatically and immediately send the reservation confirmation to the Customer's email indicated in the Booking Form, confirming the terms of the price offer submitted, reservation number, name and surname of the person who made the reservation, length of stay, number of rooms, value of stay, and payment conditions.

d) The Service Recipient shall be fully responsible for the consequences of providing incorrect details by the Service Recipient in the form.

e) The prices presented in the system are the sum of the price for the room and the number of nights and the number of people using the Service and include VAT. They may also include other considerations specified in the offer price description. If any offer includes breakfast or other additional services, such information shall be provided in the description of the price displayed in the system during reservation. The services that are not covered by the order (e.g. additional accommodation, parking) must be paid for on the spot by the customer.

f) The reservation is made for the name of the Service Recipient who makes the payment.

g) In the last stage completing the booking process, the system users are redirected to the page enabling payment by credit card or bank transfer.

h) The reservation is deemed confirmed after an advance payment of at least 30% or 100% of the booking value is made to the bank account of B&B within the time limit specified in the booking confirmation referred to in point c) above.

i) The reservation must be confirmed with an advance payment, the lack of payment will result in the cancellation of the reservation.

j) In order to cancel or change your booking, please contact the reception.

k) A change or cancellation of the reservation is possible in the situations and under the principles set out below:

- within 30 days before the planned arrival it is possible to:

a) change the reservation to other available dates, provided that the new dates are in the same calendar year

b) cancel the reservation free of charge - in the event of cancellation, the Service Provider shall refund 100% of the amount paid by the Service Recipient for the reservation,

- within 14-29 days before the planned arrival it is possible to:

a) change the reservation to other available dates, provided that the new dates are in the same calendar year in which the reservation was originally made,

b) cancel the reservation - in such case the Service Provider shall refund 80% of the amount paid by the Service Recipient for the reservation, while the Service Recipient will be charged a cancellation fee of 20% of the amount paid for the reservation,

- within 13-3 days before the planned arrival it is possible to:

a) change the reservation to other available dates, provided that the new dates are in the same calendar year in which the reservation was originally made, but solely for the use in the same year calendar year,

b) it is not possible to cancel the reservation - if the Service Recipient cancels the stay, they will be charged a cancellation fee of 100% of the amount paid for the reservation,

- within less than 3 days before the planned arrival it is not possible to change or cancel the reservation  
- the Service Recipient will be charged a cancellation fee of 100% of the amount paid for the reservation,

l) In the cases referred to above, when it is possible to cancel the reservation, the Service Provider shall refund the advance payment or its appropriate part to the Service Recipient by making a transfer to the bank account from which the advance payment was made to the Service Provider's bank account within 7 working days from the receipt of the written cancellation with confirmation of the account number for the return (to be also sent in document form - i.e. by email). At different times than the ones indicated above, it is not possible to cancel the reservation by virtue of Art. 38 sec. 12 of the Consumer Rights Act.

m) In case of no-show at the building on the commencement date of the stay - the Service Recipient shall be obliged to cover the costs due to the Service Provider in connection with the reservation, as provided for by law.

n) Shortening the stay shall be treated as a cancellation made after the time limit specified in point (k) above and entails the requirement to make a payment for the entire declared period of stay.

o) The paying unit at the B&B is Polish zloty (PLN).

3.2.B. Making a payment and issuing an invoice:

Payments are made directly during the online booking process or later to the bank account indicated in the booking confirmation sent to the email address of the person making the reservation.

a) Reservation is considered guaranteed only after the payment has been made.

b) The authorization of credit cards and settlement of payments shall be handled by an external entity through a direct connection to the server of the payment card settlement agent.

c) The Service Provider is obliged to issue a VAT invoice in accordance with the tax law regulations in force in Poland and in the cases provided for by them.

3.2.C. Performance of the contract

a) If the Service Recipient determines that the performance of the contract during the service provision is defective (i.e. it does not comply with the booking conditions and the description of the service/product posted on the Website), they should promptly notify the Service Provider thereof.

3.3. Information and promotional services regarding the Service Provider's own products and services.

3.3.A. Information and promotional services provided via the Website include the Newsletter subscription.

3.3.B. Newsletter subscription

a) Newsletter subscription is active for those who order such a service by filling out the form available on the Website.

b) The Newsletter subscription service is ordered by entering the email address into the form available on the Website.

#### **4. Conditions for entering into and terminating agreements.**

4.1. In the case of booking the Service Provider's Service, the agreement is concluded when the Service Recipient receives the booking confirmation, including the reservation number.

4.2. Service Recipient shall not be entitled to withdraw from the contract of which the Service is the subject matter, in accordance with Art. 38 sec. 12 of the Consumer Rights Act, according to which, "The

right to withdraw from a contract concluded outside the business premises or remotely shall not apply to the consumer in relation to contracts for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service provision".

4.3. If the Service Recipients agrees to be provided with information and promotional services, the Service Provider shall be entitled to send the Newsletter to the email address provided by the Service Recipient.

4.4. It is possible to unsubscribe from the Newsletter at any time by sending the relevant request to the following email address: [bandbwadowice@poczta.fm](mailto:bandbwadowice@poczta.fm)

4.5. The resignation referred to in sec. 4.4. above is tantamount to terminating the contract for the provision of electronic services in the scope of information and promotional services provision.

## **5. Protection of personal data.**

5.1. The controller of the Customers' personal data within the meaning of GDPR is Michał Goczał, running a business under the name of MORGAN Sp. z o.o., address: Leńcze 327, 34-142 Leńcze, entered into the Central Registration and Information on Business, NIP (Tax Identification Number): 5512379554, REGON (Business Registry Number):356872520, email: [bandb.wadowice@poczta.fm](mailto:bandb.wadowice@poczta.fm), tel.: 885027829, operating B&B Wadowice and website at [www.bandbwadowice.pl](http://www.bandbwadowice.pl)

5.2. The data is stored and processed by the Service Provider according to the rules set out in the GDPR, Polish provisions on the protection of personal data and the Privacy Policy and Cookies Policy posted on the Website.

5.3. When processing personal data of Service Recipients, the data controller, taking into account the assumptions of Art. 5 GDPR, applies the principles of lawfulness, fairness and transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity and confidentiality of personal data.

5.4. The data controller shall exercise the utmost care so that there is no breach of personal data protection, which in the light of GDPR shall be understood as security breach leading to accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data sent, stored or otherwise processed; Your personal data is protected by the controller against access by unauthorized persons as well as against other cases of disclosure or loss or unauthorized modification of data and information concerned.

5.5. Via the Website, personal data is collected through the completion of the Booking Form or the Newsletter subscription form.

5.6. Data Controller processes personal data of the Service Recipients:

- a) in order to send commercial information electronically, based on the consent given by the Service Recipient (based on Article 6 sec. 1 letter a) GDPR);
- b) in order to perform the contract concluded with the Service Recipient, including consideration of the complaint (based on Article 6 sec. (1) letter b) and c) GDPR);
- c) in order to fulfil legal obligations of the controller resulting from the generally applicable regulations, in particular for accounting and tax purposes (based on Article 6 sec. 1 letter c) GDPR);
- d) for archival purposes in order to secure information, including the fulfilment of the accountability obligation resulting from GDPR, which constitutes the legitimate interest of the controller (based in Article 6 sec. 1 letter f) GDPR);
- e) in order to establish, investigate or defend against claims, which is the fulfilment of our legitimate exercise in that scope (based on Article 6 sec. 1 letter f) GDPR).

5.7. Personal data of the Data Recipients are processed only to the extent necessary for the purpose of the processing referred to above

5.8. Provision of personal data by the Service Recipient is fully voluntary, however, it is necessary in order to make a service reservation or subscribe for the Newsletter.

5.9. Service Recipient shall have the right to object at any time to the processing of their personal data as described above. In the event of such an objection, the controller shall cease the processing of personal data for the aforementioned purposes, unless it proves that there are valid reasonable grounds in relation to the Service Recipient's personal data which override the interests, rights and freedoms of the Service Recipient, or that the Service Recipient's data is necessary to possibly establish, investigate or defend claims by the controller.

5.10. Personal data of Service Recipients resulting from the concluded contract will be processed for the period in which claims related to such a contract may be raised, that is, for the period of limitation of claims or for a period justified by the necessity to keep accounting documentation in accordance with the law.

5.11. Personal data of the Service Recipients may be disclosed to the controller's partners, i.e. the companies the controller cooperates with by combining products or services. The Customer's personal data can also be accessed by the controller's sub-contractors (processors).

5.12. Service Recipients shall have the right to access their data and receive their copies, the right to rectify (correct), erase and limit the processing of their data, the right to object to data processing, the right to transfer data, and the right to lodge a complaint to the supervisory body - the President of the Office for the Protection of Personal Data.

## **6. The mode of complaint procedure.**

6.1. The Customer has a right to lodge a complaint.

6.2. The complaint should be lodged to the Customer Service Office via an email sent to the following address: [bandb.wadowice@poczta.fm](mailto:bandb.wadowice@poczta.fm) or by post to the following address: ul. Konstytucji 3 Maja 33, 34-100 Wadowice, with the note "complaint".

6.3. The complaint should include the description of the event being the basis for the complaint, the date and time of its occurrence as well as the details of the complainant.

6.4. The information regarding the consideration of the complaint shall be communicated to the complainant in the manner in which it was lodged. In the event of a positive consideration of the complaint, the Service Provider shall satisfy the claim of the Complainant in accordance with their rights.

6.5. The Service Provider shall respond to the complaint within 30 days of its submission.

6.6. Each complaint shall be considered in accordance with the law. The Service Provider's liability for the quality of service results from art. 471 of the Civil Code

6.7. The above provision shall apply accordingly in the case of a complaint concerning the service provided by electronic means.

## **7. Intellectual property rights.**

7.1. All information, data and materials available on the Website (including names, logos, Price List as well as graphics, colours and layout of the website) and all other intangible property rights related to the content of the Website, including without limitation any works, trademark rights, belong to the Service Provider or the entities with whom the Service Provider has entered into appropriate contracts and are protected by copyrights, trademark rights, database rights or other intellectual property rights.

7.2. No part of publications (content such as: text, graphics, logos, icons, images, photos, audio files, video, data files, presentations, programs and all other data) presented on the Website may be reproduced or distributed in any form and in any way without the prior consent of the Service Provider.

## **8. Disputes.**

8.1. Any disputes resulting from or related to the provision of electronic services by the Service Provider, based on these Terms and Conditions, arising between the Service Provider and the Service Recipient/Customer who is not a Consumer, or any disputes resulting from or related to a contract concluded remotely between the aforementioned Parties shall be settled by the court of a proper venue for the city of Krakow.

8.2. In the case of disputes with the participation of the Consumer, it is possible to use out-of-court methods of dealing with complaints and pursuing claims. Consumer may ask for the intervention of the ombudsman or use the option of mediation (if such is provided by the Service Provider). The access to the aforementioned procedures is described in the Polish Code of Civil Procedure and the Act on Competition and Consumer Protection. The Service Provider informs that pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, an online platform for settling disputes between consumers and entrepreneurs at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr> (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL>) .

## **9. Final Provisions**

9.1. The matters not covered by these Terms and Conditions shall be governed by the provisions of the Act of 23 April 1964 - the Civil Code (Dz.U. /Journal of Laws/ 2018.1025, consolidated text of 29 May 2018), the Act on the provision of services by electronic means (Dz.U. /Journal of Laws/ 2017.1219, consolidated text of 24 June 2017), the Act of 16 July 2004 - The Telecommunications Law (Dz.U. /Journal of Laws/ 2017.1907, consolidated text of 12 October 2017), GDPR and other provisions of generally applicable law.

9.2. If any provision of these Terms and Conditions shall be deemed invalid or ineffective in a manner prescribed by law, it shall not affect the validity and enforceability of the remaining provisions hereof. To replace the invalid provision, the rule that is closest to the purposes of the invalid provision and all of these Terms and Conditions shall be applied.

9.3. The Service Provider reserves the right to change these Terms and Conditions on the terms specified in the following sentences. Amendments to the Rules and Regulations are effective from the moment they are explicitly indicated and posted on the Website. The previous Terms and Conditions (valid at the time of the conclusion of the contract) shall apply to contracts concluded before the amendment of the Terms and Conditions - therefore, the amendment of the Terms and Conditions shall not apply to the contracts that were previously concluded.

9.4. The amendments to the Terms and Conditions may not violate the rights acquired by the Service Recipients by the time the Terms and Conditions changed.

9.5. Information about any changes in the Terms and Conditions will be published on the Website.

9.6. The amendments in the Terms and Conditions shall be communicated no later than 7 calendar days before the changes to the Terms and Conditions become effective.

9.7. The date of publication of the Terms and Conditions: 3 August 2019