B&B WADOWICE RULES AND REGULATIONS

The management of B&B Wadowice will be very grateful for your cooperation in complying with these rules and regulations, which are intended to ensure peace and safety of all our Guests.

- 1. All Persons staying at B&B Wadowice are required to read and follow these rules and regulations before entering the facility.
- 2. The owner of the facility is 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.
- 3. These rules and regulations are available for inspection at the reception and on the B&B Wadowice website.
- 4. The facility provides short-term accommodation without additional services required in facilities and is open 24 hours a day on certain dates.
- 5. The services in the facility may be availed of based on the previously made reservation and upon the payment on the day of arrival of all fees for stay, according to the Price List.
- 6. Reservations for stay at the B&B can be made in the following ways:
 - > Booking via the Service Provider's website and its booking system,
 - Booking of stay at B&B Wadowice by fax or electronically (e-mail),
 - 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.
- 7. Process of booking by electronic means:

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 of the facilities..

k) A change or cancellation of the reservation is possible in the situations and under the principles set out below:8. 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 yearb) 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,

9. 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,

10. - 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,

11. 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,

1) 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).12. 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.

- 13. The guests of B&B Wadowice can avail of accommodation in the Rooms they have booked, which are made available to guests on a 24-hour basis.
- 14. Upon arrival at the facility, one must show a valid ID document (e.g. personal ID card) and present it at the reception of the facility in order to complete the formalities related to the stay at the facility.
- 15. Children and young people under 18 years of age may stay at the facility only under the supervision of their parents or legal guardians.
- 16. The check-in begins at 14.00 on the day of arrival and ends at 10.00 on the day of departure.
- 17. To extend the stay beyond the period indicated on the day of arrival, the guest should report it at the reception no later than at 10.00 on the day on which the stay in the resort expires. The facility shall consider the requests to extend one's stay according to its possibilities and room availability. The facility may refuse to extend the stay of Guests if there no beds/ rooms available/ or in the case of guests who are not complying with the provisions of these rules and regulations.
- 18. For children up to 1 year of age, B&B Wadowice offers free extra cot. For children from 2 to 11 years of age, it is possible to add a bed for 60 PLN/day. For the guests over 12 years of age we offer an extra bed for PLN 100/day.
- 19. At the request of a guest, B&B Wadowice provides the following services free of charge:
- 20. providing information concerning stay and travel,
- 21. wake-up service,
- 22. B&B Wadowice is obliged to provide:
- 23. conditions for a full and undisturbed rest,
- 24. safe stay, including confidentiality of information concerning the guest,
- 25. professional and courteous service,
- 26. cleaning the room and carrying out the necessary repairs of the devices during the guest's absence, and in case of their presence only if they agree and wish so,
- 27. No pets are allowed in the facility

- 28. In the event of damage, the Guest staying in the resort should notify the B&B Wadowice reception about the damage immediately after it is found.
- 29. If one causes material damage to the B&B Wadowice or its premises, commits an offence or crime, violates security rules, or behaves inappropriately, B&B Wadowice security staff have the right to bring the offender to the attention of the Police immediately.
- 30. The person staying at the B&B Wadowice is fully liable for any damage and destruction of property resulting from their fault.
- 31. B&B Wadowice shall not bear any material liability for things lost or left at B&B Wadowice, as well as in its surroundings, in parking lots, in other locations adjacent to the B&B Wadowice site which does not apply to the situation where the item is the subject of a storage contract concluded between B&B Wadowice and the Guest (e.g. an item left at the reception) or B&B Wadowice found the lost item or performs the duties of the administrator in relation to the found property according to the act on lost and found items.
- 32. Items lost or left at the premises of B&B Wadowice, if found by a B&B Wadowice's employee or delivered by a third party to a lost-and-found office, can be picked up at the reception, which is located in the B&B Wadowice building at the address: ul. Konstytucji 3 Maja 4, 34-100 Wadowice, within the time limit provided for by law.
- 33. Every time the guest leaves the room, they should check if the door is closed.
- 34. Hand-over and return of the room takes place in the presence of the Resort's staff. The guest cannot pass the room to a third party even if stay period for which they paid has not expired.
- 35. Persons who are not B&B Wadowice guests can stay in the room from 7.00 to 22.00 only.
- 36. Night quiet time applies at B&B Wadowice from 22.00 to 7.00.
- 37. For reasons of fire safety, it is forbidden to use heaters, electric irons and other similar devices which do not constitute the equipment of the room.
- 38. It is also forbidden to leave telephone or computer chargers or other devices in electrical sockets while away from the room.
- 39. If a guest does not arrive at the facility despite the previously made reservation which has not been cancelled, the facility shall charge a total fee for the stay at B&B Wadowice. The rules for changing or cancelling a reservation via means of distance communication are set out in the terms and conditions for booking a stay at B&B Wadowice, available on the website of the facility, which is each time provided to the person making the booking.
- 40. The facilty reserves the right to restrict access to any part of the B&B Wadowice site in order to ensure the safety of guests, e.g. due to damage or breakdown. Information about access restrictions will be provided by the staff of the Resort to the attention of Guests in a way that allows them to become acquainted with it.
- 41. B&B Wadowice reserves the right to refuse accommodation or remove from the facility those who:
 - > are under the visible influence of alcohol or drugs,
 - behave aggressively, in a manner commonly regarded as vulgar,
 - have not informed the management of their plants to organise an event on the premises of the resort (bachelor party, bachelorette party, etc.).
- 42. B&B Wadowice may refuse to accept a guest who during the previous stay grossly violated the facility's rules and regulations, causing damage to the property of B&B Wadowice or guests or caused personal injury of a guest, B&B Wadowice staff or other people staying at B&B Wadowice or otherwise disturbed the stay of guests or operation of the facility.
- 43. Guests availing of the services offered by B&B Wadowice are required to comply with these Rules and Regulations, health, safety and fire regulations as well as the instructions of the facility's management and staff.
- 44. The owner of B&B Wadowice, its managers, staff and security personnel shall ensure that these rules and regulations and the use policy of B&B Wadowice are observed.
- 45. All possible complaints concerning an improper provision of services should be reported at the reception desk or by email to the following address: <u>bandb.wadowice@poczta.fm</u>
- 46. Please be advised that the complaint form through which one can submit a complaint is available at the reception of B&B Wadowice and on the website. In order to correctly consider the complaint, one should: provide a proof of accommodation at B&B Wadowice, make a statement (request) describing the complaint, and, in the case of complaints concerning items, additionally deliver the item to the address of B&B Wadowice at Konstytucji 3 Maja 4, 34-100 Wadowice. The complaint regarding one's stay at B&B Wadowice will be communicated to the complainant in writing or electronically (by e-mail) to the contact details provided by the complainant within 30 days of the date of receipt of the complaint by B&B Wadowice (in the cae of contracts for the sale of goods, the time limit is 14 days). If the complaint is accepted, depending on the complainant's request, the item will be repaired or replaced with a new one, the price will be reduced, and in case of withdrawal from the contract, the money will be returned.
- 47. The guests' complaints will be considered only if they are submitted in writing or electronically. In writing, by filling in a special "Complaints" form at the reception desk of B&B Wadowice. In electronic form, by sending an email with the complaint to the following e-mail address: bandb.wadowice@poczta.fm titled "Complaint".
- 48. Persons staying at B&B Wadowice consent to the free use and distribution of their image registered during their stay at B&B Wadowice for marketing purposes. The consent is granted for an indefinite period of time and

without territorial restrictions. The consent also covers the dissemination of image by third parties as part of broadcasting and public display of marketing materials, photos, reports, promotional films, music videos, TV programs and audio-visual broadcasts and information on activities and events taking place at B&B Wadowice.

- 49. B&B Wadowice reserves the right to amend these Rules and Regulations at any time if it deems it essential or necessary to improve the customer service at B&B Wadowice.
- 50. These Rules and Regulations come into force on 1 July 2019.

B&B Wadowice Management