

HOUSE RENTAL REGULATIONS IN THE "1000m n.p.m." RESIDENCE

I. General provisions

1. This regulation specifies the following in separate points:
 - 1.1. reservation (rental) rules for individuals booking (i.e. you) properties, which are single-family houses referred to as "1000m n.p.m. Residences" or "Residences",
 - 1.2. contact details for entities managing Residences,
 - 1.3. reservation methods and procedures,
 - 1.4. payment methods,
 - 1.5. detailed reservation (rental) conditions,
 - 1.6. rules of responsibility for violations of this regulation,
 - 1.7. reservation change rules,
 - 1.8. reservation cancellation rules (rental agreement),
 - 1.9. complaint submission rules, available out-of-court complaint handling methods for consumers and claims enforcement,
 - 1.10. personal data processing rules.

II. Contact details

1. The entity entitled to use the "1000 m. n.p.m. Residences", including its rental, is Dawid Dzieniszewski, with a delivery address at Nieruchomości 7 by Środula, ul. Gwiaździsta 64 lok. 29/1, 55-080 Wrocław - all agreements regarding "1000 m. n.p.m. Residences" are concluded with this entity (hereinafter: Owner).
2. Acting on behalf of the aforementioned Owner is the property manager: Łukasz Środula, conducting business under the name of Łukasz Środula, operating under the brand Nieruchomości 7 by Środula, with headquarters in Wrocław at ul. Gwiaździsta 64 lok. 29/1, NIP 637210978 (hereinafter: Manager).
3. In all matters concerning the reservation and rental of Residences, as specified in this regulation, contact should be made exclusively with the Manager.
4. The Manager is authorized to make all statements of will on behalf of the Owner, including entering into rental agreements (reservations), their termination and withdrawal, as well as accepting and returning payments on behalf of the Owner.
5. The Manager can be contacted, in particular, via:
 - 5.1. email address: kontakt@1000m.pl
 - 5.2. postal address: Nieruchomości 7 by Środula, Łukasz Środula, ul. Gwiaździsta nr 64 lok 29/1, 53-413 Wrocław,
 - 5.3. social media,
 - 5.4. phone number +48 668 822 900.

III. Reservation methods and procedure

1. Reservation of "1000m n.p.m. Residences" rental can be made:
 - 1.1. through the website at <https://www.1000m.pl> (recommended reservation method),

- 1.2. through booking intermediaries such as www.booking.com,
 - 1.3. via email correspondence at kontakt@1000m.pl
 - 1.4. by phone at +48 668 822 900 (operating hours 8:00-22:00).
2. To make a reservation through the website or booking intermediaries, it is necessary to enter all required data on the form on the respective website and complete the entire reservation process on that site. For other reservation methods (email, phone), the necessary information includes: stay dates, arrival and departure days, selected Residence, contact details, number of people using the Residence, and the planned arrival time at the Residence.
 3. Reservation conditions for a specific Residence through the website or booking intermediaries will be indicated during the reservation process - for other aspects (not regulated differently), the provisions of this regulation will apply. Reservation conditions made through email or phone will be set individually, and in cases not clearly determined differently, the provisions of this regulation will apply.
 4. Regardless of the reservation method, the reservation is confirmed (the agreement is concluded) upon receipt of an email confirming the reservation of the chosen Residence.
 5. When making a reservation via email or phone, the reservation is held for 2 days from the date of booking - during this time, the full payment for the reservation must be made to the correct account. If the full payment for the reservation is not made within the specified timeframe, the reservation will be automatically canceled.
 6. Upon receipt of the reservation payment, the booker will receive a payment confirmation via email (separately or together with the reservation confirmation email - depending on the timing and payment method). If the booker requests it during the reservation, an invoice will be issued and sent to the booker's email address, according to the provided data.
 7. Please note that there is a local fee in the Kościelisko Municipality amounting to 2.50 PLN per person, for each day of stay, which is already included in the reservation payment.
 8. In case of doubt, all information provided on the website or other materials regarding the Residences do not constitute an offer within the meaning of Art. 66 par. 1 of the Civil Code and Art. 661 of the Civil Code, but only an invitation to enter into an agreement.
 9. Only a legal entity with full legal capacity can enter into a reservation (rental) agreement.

IV. Payment methods

1. Payments for reservations can be made in the following ways:
 - 1.1. when booking through the website: by credit card or debit card Visa, MasterCard, Diners Club/Discover, JCB, Maestro,
 - 1.2. when booking through an intermediary website: according to the payment methods indicated on that website,
 - 1.3. when booking via email or phone: as indicated in point 1.1. above or by traditional bank transfer to the specified bank account.
2. Payments through the website are processed by the Paynow payment integrator (mBank), whose terms and conditions are available at: <https://www.paynow.pl/regulaminy>.

V. Specific reservation terms (rental)

1. The agreement between the Owner and the guest covers only the rental of the specified Residence and utility fees (electricity, gas, water, heating - during the heating season) for the period of stay.
2. Additional services that incur additional charges include, among others:

- 2.1. sauna rental - 20 PLN per hour session (regardless of the number of participants),
- 2.2. use of a bathrobe - 10 PLN per piece (price includes 1 bathrobe for the duration of the stay),
- 2.3. use of an additional bed with bedding for a child aged 0-4 years – PLN 20 per set per day,
- 2.4. local / climate fee for the City of Kościelisko – PLN 2.50 per person per day for stays longer than 1 day.

3. Sauna and bathrobe reservations can be made through the website, by email, or by phone, and can be used from 9:00-21:00. The desire to make a sauna reservation must be reported at least one hour before using the sauna. Only individuals over the age of 18 without health issues that may affect their safety in the sauna should use it. In particular, individuals with a history of heart attacks, strokes, angina, circulation problems, myocarditis, atherosclerosis, or other heart defects or diseases shouldn't use the sauna. Reservations and use of the sauna are only possible if no other individuals are using the sauna (no other Residences have booked the sauna). The sauna is cleaned after each reservation, and the guests must maintain cleanliness. Use of the sauna is at your own risk.

4. In the case of booking each individual Residence, in addition to the reservation fee, an amount of 1000 PLN is automatically added as a security deposit covering any claims against the guest by the Owner. This deposit is automatically returned in full within 3 days of the end of the booking, unless deductions were necessary.

5. Access to the reserved Residence is through electronic locks with access codes (no physical keys). The access code will be provided to the guest on the day of arrival via email or SMS.

6. The rental day (commonly referred to as a hotel day) starts at 15:00 on the day of arrival and ends at 11:00 on the day of departure. Check-in/check-out can occur at any time, but this does not affect the reservation fee.

7. In the event that the guest cannot arrive on the day of the booking, they must inform the Manager by phone or email.

8. The guest is required to pay the full reservation fee if the booking is shortened due to reasons related to the guest, even if they are not at fault (e.g., communication difficulties, illness).

9. The guest must immediately inform the Manager of any events that may harm the Owner or Manager.

10. The guest can only use the house for residential purposes and cannot sublet it or allow others to use it for free.

11. The guest is responsible for any damages caused by themselves or others using their reservation in the Residences, their components, accessories, or other equipment. The value of the damage is calculated based on the purchase value of the destroyed item. The guest must inform the Manager immediately of any damages.

12. There is a quiet hours policy in the Residences from 22:00 to 6:00, during which parties, music, or any other activities that can be heard outside the Residence are prohibited.

13. The number of individuals using the Residence is limited to the one stated in the reservation confirmation. If this number increases, the guest must inform the Manager, but the total number cannot exceed 9 individuals per Residence.

14. The guest must maintain good neighborly relations and leave the Residence as they found it upon arrival. The Residence should be left in a state resulting from normal, proper use – if this is not the case, the guest must rectify this, such as by cleaning.

- 15.** The guest and other individuals using the Residence are personally responsible for any damages caused to third parties, including fines and administrative penalties imposed due to their actions or omissions.
- 16.** An order from a guest who violated the regulations during a previous stay, causing harm to the Manager, Owner, or a third party (related to the reservation) can be canceled.
- 17.** Smoking cigarettes (including e-cigarettes) and other tobacco products, as well as using illegal substances or bringing prohibited items under the law, are strictly prohibited on the premises. The designated smoking area is near the parking lot.
- 18.** Due to fire safety regulations, using electrical devices not provided in the Residence or open flames like grills inside the houses is prohibited. Grills can only be used in designated areas on the premises. Before using a grill, the guest must inform the Manager. After use, they must ensure the fire is extinguished and clean up the area.
- 19.** Pets are allowed in the Residence only with prior explicit consent from the Manager.
- 20.** The area where the Residences are located is under surveillance. However, interior spaces of the Residences are not monitored. The guest agrees to be monitored in this regard, with the monitoring limited to image processing of individuals in the Residence for security purposes and shared only with appropriate authorities. The Manager is responsible for personal data in this regard. The monitoring data is deleted after 4 weeks. Other rules apply as outlined in point XI.

VI. Violations of the regulations

- 1.** In the event of violations of this regulation by the booking party or other entities using the Residence based on their reservation, the Owner or Manager may:
 - 1.1.** Cancel the reservation - if the violation occurred before the start of the rental (in this case, the provisions of point VIII regarding withdrawal from the contract will apply for mutual settlement),
 - 1.2.** Terminate the reservation with immediate effect - if the violation occurred after the start of the rental,
 - 1.3.** In the event that the violation occurred after the start of the rental, regardless of the right to terminate the reservation with immediate effect as mentioned in point 1.2. above, impose a contractual penalty in the amount of one thousand zlotys for any violation of the provisions of section V paragraph: 10, 12, 13, 17, 18, 19, 20. Contractual penalties are cumulative for each violation. The Owner is entitled to seek damages exceeding the amount of contractual penalties, under general principles.

VII. Reservation changes

- 1.** Changes to the reservation (including the booking party's details), other than withdrawal, according to point VIII below, can only be made after contacting the Manager via email or phone and based on clear agreements with them.
- 2.** The change as per point 1 is valid upon receipt of a new reservation confirmation.
- 3.** In the event of circumstances dependent on the Owner or Manager, due to which the reservation cannot be fulfilled, or in the event of force majeure on their side, the booking party may, at their discretion, choose one of the following options:
 - 3.1.** Receive a full refund of all funds paid,

- 3.2. Reschedule the reservation to another date, for the same duration, with a possible additional payment of the price difference from the booking party or a refund of the difference,
- 3.3. Request a named voucher for use within 3 years from the end of the canceled reservation, in an amount corresponding to the amount paid.

VIII. Withdrawal from reservation (rental)

1. As a rule, all reservations are non-refundable, meaning that upon withdrawal the booking party loses all funds paid so far. However, if a specific reservation offer (e.g. in the "cancellation policy" section) indicates that withdrawal is possible (e.g. explicit wording "refundable offer"), the rules indicated in point 2 below apply, unless the cancellation rules indicated on the website, intermediary pages (e.g. booking.com) differ.
2. When the booking party can withdraw from a reservation, marked as refundable, according to point 1 above:
 - 2.1. In the event of withdrawal at least 14 days before the start of the stay, the reservation amount is fully refunded,
 - 2.2. In the event of withdrawal less than 14 days before the planned stay start, the reservation amount is non-refundable.
3. In the event of the need to refund the booking party, the refund will be made within 14 days from the cancellation of the reservation.

IX. Complaints

1. The booking party notifies the Manager immediately, during the reservation period, taking into account the circumstances of the matter, about any inconsistencies or inaccuracies in the reservation or Residence.
2. All complaints will be processed within 14 days from the date of their notification.
3. It is recommended that complaints, messages, requests, or grievances contain information enabling the identification of the entity submitting them, a description of the entire situation including the date and place of occurrence, and a description of the request.

X. Complaints

1. The booking party shall notify the Manager immediately, during the reservation, taking into account the circumstances of the case, of any discrepancies or incorrectness in the reservation or Residence.
2. All complaints will be considered within 14 days from the date of notification.
3. It is recommended that the complaint, message, request, or grievance contain data enabling the identification of the submitting entity, a description of the entire situation including the date and place of occurrence, and a description of the request.

XI. Available out-of-court means of settling complaints and asserting claims for consumers

1. For consumers, i.e. those who have made a reservation not directly related to their professional or business activities, in case of a dispute with the Manager or Owner, the following out-of-court ways of resolving disputes are also available:

1.1. application for resolution of the dispute by an amicable court operating at the Trade Inspection (contact at: <https://wiih.ibip.wroc.pl/public/>) or the Chamber of Electronic Economy (contact at: www.mediacjeizby.pl)

1.2. application to the Voivodeship Inspector of Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute, contact at: <https://wiih.ibip.wroc.pl/public/>.

2. Consumers can also benefit from:

2.1. free assistance from a social organization whose statutory tasks include consumer protection, such as:

2.1.1. Consumers Federation (contact at: sekretariat@federacja-konsumentow.org.pl, 800 007 707),

2.1.2. Polish Consumers Association (contact at: porady@dlakonsumentow.pl, <http://www.konsumenci.org/>).

2.2. assistance of the district or municipal consumer ombudsman, which is also free and details of which are available at the offices of ombudsmen or on their websites,

3. Other consumer advice can also be found on the website of the Office of Competition and Consumer Protection, operating at www.uokik.gov.pl.

XII. Processing of personal data

Who is the administrator processing personal data?

1. The Administrator processing your personal data is the Manager, Łukasz Środula, conducting business under the name Łukasz Środula, with headquarters in Wrocław, Gwiaździsta 64, lok. 29/1, NIP 6372109788, contact: kontakt@1000m.pl, +48 668 822 900.

2. In terms of personal data entered on the intermediary website (e.g. booking.com), the administrator may be the entity indicated in the privacy policy of that site.

On what basis are personal data processed?

3. The Administrator processes personal data in accordance with the provisions of the law, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (hereinafter: GDPR) and the Act of 10 May 2018 on the protection of personal data.

4. The Administrator processes personal data when at least one of the following conditions is met (resulting from Art. 6(1) of the GDPR): 3.1. the person whose data is being processed (i.e. you) has consented to the processing of their data for one or more specified purposes, 3.2. processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract, 3.3. processing is necessary for compliance with a legal obligation to which the Administrator is

subject, 3.4. processing is necessary to protect the vital interests of the data subject or another natural person, 3.5. processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Administrator, 3.6. processing is necessary for the purposes of the legitimate interests pursued by the Administrator or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, especially if the data subject is a child.

What personal data is processed?

5. The Administrator processes the following personal data belonging to you and for which the processing basis arises from one of the points 3.1.-3.6. above, for guests interested in renting properties managed by the Administrator: first and last name/company or name, PESEL/Tax Identification Number, IP address, phone number, email address, delivery/residence/registered office addresses (usually: street or locality, building and apartment number, postal code, city of post office headquarters, country), bank account numbers or payment card. The scope of processed data depends on what data you provide and what your relationship with the Administrator is. When using the Administrator's website, only the IP address is processed, and in the case of individuals using the form - data necessary to send a message (i.e. company/first and last name, email), unless you voluntarily provide more data.

6. Most of the data processed by the Administrator are so-called ordinary data - all other data are processed only with your consent. If consent is not required, ordinary data are most often processed for the purpose of performing a contract and taking action at your request, before concluding a contract, and when processing is necessary for purposes arising from the legitimate interests pursued by the Administrator or by a third party. Therefore, providing your personal data is not mandatory, but may be necessary to conclude a contract and its proper performance.

Are personal data transferred outside the EEA or to an international organization?

7. The Administrator does not transfer personal data outside the European Economic Area or to international organizations, personal data are not profiled by the Administrator and no automated decisions are made on their basis.

How long are personal data processed?

8. If the processing of personal data depends on your consent (point 3.1. above), personal data may be processed until consent is withdrawn. If personal data are processed for the purpose of concluding and performing a contract, they are processed by the Administrator for the period of limitation of contractual claims and others (usually 3 years from the date of contract performance until the end of the calendar year), however, they may be processed longer in cases where the law obliges the Administrator to further process them or in the event that any claims are made against the Administrator or for the purpose of asserting or defending against third-party claims, for the period of limitation of these claims, as determined by the law, in particular the civil code, if the limitation period is longer than 3 years.

When and to whom are personal data transmitted?

9. Your personal data are transferred to third parties only when necessary to conclude or perform a contract, pursue the legitimate interests of the Administrator or when such necessity arises from applicable law (including points 3.1.-3.6. above), however, these data are transferred with respect to the principle of adequacy. These data may be transferred to the following entities: the owner of the subject of the contract, subcontractors, administrative authorities and state institutions (such as the Tax Office, Social Insurance Institution, courts, National Court Register), other entities providing services for the Administrator (subsidiaries, rental intermediaries [booking.com and others], law firms, accounting services, couriers).

What rights do individuals whose data is processed have?

10. In cases provided for in universally applicable laws, you have the right to: 9.1. access your personal data and receive copies thereof, 9.2. rectify data, 9.3. request restriction of data processing (you can request restriction of data processing in cases where the Administrator: has incorrect data or processes data without a legal basis for their processing, and also in the case of your objection to further processing of data or if you do not wish to request deletion of data due to the possibility of their later use in determining or enforcing claims), 9.4. request deletion of data if there is no legal basis for their processing, 9.5. transfer data to another entity, 9.6. object to the processing of personal data due to a specific situation on your part (regarding the processing of data specified in points 3.5. and 3.6. above), 9.7. lodge a complaint with the President of the Office for Personal Data Protection or another supervisory authority in the event of unlawful data processing, 9.8. withdraw consent to data processing at any time if processing is based on the point 3.1. above or if the person whose data it concerns has given explicit consent to processing this personal data for one or more specific purposes.

XII. Final provisions

- 1.** The Owner or Administrator may change the provisions of this regulation, indicating at the same time the effective date of the change. The previous provisions of the regulations apply to user activities performed before the changes to the regulations take effect, unless otherwise provided by universally applicable law.
- 2.** The current regulations will always contain the date from which it is effective in its current form and links to previous versions.
- 3.** This regulation applies from March 30, 2024.