

Regulations of services provided by BatogoSpot

§1

Subject of the Regulations

1. The Regulations define the rules for the provision of services by BatogoSpot with its registered office in Wrocław
2. In particular, the regulations specify:
 - a. rules of staying in buildings and apartments (hereinafter also referred to as "premises") being subject to short-term rental;
 - b. the rules for making reservations in apartments and the terms of these reservations;
 - c. payment rules for services;
 - d. the principle of responsibility
 - e. the rights and obligations of the recipient of services, hereinafter referred to as the "Guest" and the service provider hereinafter referred to as "BatogoSpot"
 - f. complaint rules
 - g. the rules for using the website <http://www.batogospot.pl>, hereinafter referred to as the "Website"
3. The Regulations constitute an integral part of the short-term rental agreement, hereinafter referred to as the "Agreement"
4. The Regulations apply to all guests using the BatogoSpot services;

§2

The main provisions of the Agreement

1. BatogoSpot declares that it is entitled to provide short-term rental of apartments (premises);
2. Making a reservation through both the "Website" and support services ("Booking.com", "Airbnb.com" and others) is tantamount to acceptance of all provisions of these Regulations and the Agreement.
3. The Service Recipient undertakes to comply with these Regulations and pay receivables resulting from concluded Agreements in a timely manner;
4. BatogoSpot through the "Website" makes it possible to conclude a short-term lease agreement for apartments (premises) subject to the "Agreement"

5. BatogoSpot is obliged to rent to guests premises that complies with the description on the Website or on the websites supporting the promotion within the dates specified in the reservation, and the Guest is obliged to pay the price indicated during the booking process.

6. By accepting these Regulations, the Customer also accepts the Privacy Policy being its integral part;

§3

Booking and stay rules

1. The keys to the apartments may be handed over by providing the PIN code to the safe at the entrance door to the apartment, or directly by a BatogoSpot employee;
2. The collection of keys takes place after prior payment of all fees and a refundable deposit;
3. Reservations can be made online at www.batogospot.pl, by e-mail or by phone;
4. Excluding exceptional circumstances, the Guest is required to pay the equivalent of the entire stay in the selected apartment;
5. Guest is expected on the first day of stay from 3 PM, and should move out to 11 AM on the day of departure, unless BatogoSpot has previously agreed to other hours of arrival and departure;
6. A representative of BatogoSpot is not obliged to issue keys before 3 PM.
7. BatogoSpot are not responsible for delays in issuing the apartment due to the lack of notification of the guest's arrival time.
8. The Guest is obliged to properly secure the apartment, i.e. closing the doors and windows, careful storage of the keys. If Guest lose keys, BatogoSpot has the right to deduct 150 PLN or its equivalent from the deposit.
9. For security reasons, guests are required to turn off the TV, turn off lights, turn off the water, close the windows, and close the key door.
10. It is strictly forbidden to organize parties in the apartments. 1000 PLN fine is planned for organizing the event. Part of this amount will be paid to the housing community of the building where the apartment is located.
11. The apartments are subject to quiet hours from 6:00 to 22:00.
12. During the quiet hours, guests and people using the BatogoSpot services are obliged to behave in such a

way that it does not disturb the peace of other people in any way. In the event of non-compliance with this rule, guests may be asked to leave the apartment. This does not entitle Guests to a refund of rent for the apartment.

13. In the Apartment, as well as on the balcony and in the garage, smoking is strictly forbidden. Breaking the ban on smoking cigarettes and tobacco products in the Apartment is tantamount to cover the costs of getting rid of unpleasant smell in the amount of PLN 1,500.

14. The Guest is obliged to use the Apartment in a manner consistent with its purpose, provisions of the Regulations and rules of social coexistence, in particular in a manner that does not disturb the peace of third parties, including people living in neighbourhood. BatogoSpot is entitled to call the appropriate public services in order to investigate the circumstances occurring in the apartment. BatogoSpot reserves the right to charge a financial penalty of PLN 500 from the guest if the police or municipal police are called to the apartment as a result of the Guest's behavior. Notwithstanding the foregoing, any additional costs resulting from the call of the competent services shall be borne by the Guest.

15. In the apartment you cannot store dangerous goods - weapons and ammunition, flammable, explosive and illumination materials.

16. In case of using paid channels and VOD, the Guest will be charged a fee adequate to the services used.

17. The stay of the animals must be agreed and may involve an additional fee.

18. BatogoSpot is not responsible for the loss of things left by guests in the apartment or stolen items as a result of burglary.

19. Due to fire safety, it is forbidden to use in the apartment heaters and other electrical devices that do not constitute these apartments. The above does not apply to chargers and power supplies.

20. BatogoSpot is not liable for damage to the car on the parking spot in the garage and outside it.

21. Due to fire safety, it is forbidden to use open fire in the Apartment in any form, including lighting candles.

22. Guests are not allowed to make any changes to the Apartments and their equipment, except for a slight rearrangement of furniture and equipment, which does not affect their functionality and safety of use.

23. Rental prices of apartments vary depending on the type of apartment, the length of the reservation and the date of booking;

24. The Customer performs the reservation by accepting the offer indicated on the website www.batogospot.pl, another site with the offer of BatogoSpot, accepting the date of stay.

25. The stay is counted in days. Check-in from 3 PM.

26. BatogoSpot sends the final booking confirmation electronically within 48 hours of the reservation made;

27. Correspondence with BatogoSpot can be done via e-mail info@batogospot.pl;

28. Reservation is considered to be effective at the moment of payment of the full price, which is tantamount to concluding an "Agreement" and acceptance of these "Regulations"

29. In case of booking 3 days or less before arrival, the Guest is required to send a proof of payment by e-mail 24 hours before arrival, otherwise the reservation cannot be guaranteed.

30. The guest may be asked to present a document confirming his / her identity before entering the apartment. In the event of refusal to show (send electronically) a document in a manner that enables check-in, BatogoSpot may refuse to deliver keys to the apartment;

31. In addition, the Guest may be asked to provide information necessary for the Apartment reservation (in particular, name, surname, address, phone number, e-mail address) stating the truthfulness of this data;

32. Apartments have a certain maximum number of people who can stay in the apartment at any given time. The number of people who can stay in the apartment is indicated by the Guests during the reservation. The number of people cannot exceed the fixed amount.

33. Guests who are under the influence of alcohol or other intoxicants may not be given keys to the apartment.

34. BatogoSpot has the right to refuse a reservation for a Guest who, through the previous stay, violated the Regulations.

35. Agreements concluded by BatogoSpot are contracts for the provision of accommodation services, other than for residential purposes. Guests are not entitled to withdraw from the contract within 14 days.

36. After taking over the Apartment, the Guest is responsible for the elements of equipment in the premises.

37. Children under the age of 13 should be in the apartment under the constant supervision of legal

guardians. Carers bear full responsibility for any damage caused by children.

38. In special cases, violations of the rules of the BatogoSpot may refuse to provide services to Guests who do not apply to it. Such a person may be requested to immediately pay for the existing benefits, pay for any damage and leave the apartment.

§4

Price and Payments

1. The price for renting an apartment is given on the website www.batogospot or on the websites supporting the promotion of the offer www.batogospot.pl

2. The price includes 8% VAT;

3. The price includes the payment for the stay in the apartment of persons in the number specified in the form;

4. The price varies depending on the date of stay;

5. If damage is found in the apartment, which has not been registered at the time of check-in, the amount of the costs of repairing the resulting damage will be deducted from the deposit. If the amount of the deposit is not enough to cover the damage, the Guest is obliged to cover the difference between the amount of the damage and the amount of the deposit paid.

6. If after the expiry of the rental period or after termination, the Guest still uses the apartment without the consent of BatogoSpot, the fee for non-contractual rent is assumed to be PLN 1200 per day.

7. On request, BatogoSpot issues VAT invoices. The guest is obliged to inform BatogoSpot about the need to issue an invoice when making the reservation. In other cases, confirmation of payment will be a fiscal receipt.

8. The guest accepts and consents to the sending of invoices in electronic form using electronic mail.

§5

Cancellation of reservation and change of dates

1. In the event of no arrival at the specified time of booking, the amount paid for the reservation will not be refunded.

2. It is allowed to cancel the booking without incurring costs, if the Guest will indicate a new Customer for the same apartment at the same time;

3. In addition, BatogoSpot and Guests have the right to withdraw from the contract in the event of force majeure, understood as a non-retentive event that could not be predicted or opposed to it, for example war, snowstorm, revolution, riots, flood, hurricane, storm. The force majeure cannot be understood as: unpaid leave, sickness, lack of documents authorizing to cross the border etc.

4. The change of the booking date is only possible via the contact with BatogoSpot and depends on the availability of the selected apartment;

5. It is not possible to apply for a refund in case of shortening the booking during the stay of the Guest;

6. In exceptional situations, such as a breakdown in the building where the Apartment is located or in the apartment itself, BatogoSpot reserves the right to change the apartment at the same or a higher standard for the same or a lower price. In this case, BatogoSpot undertakes to immediately notify the Guest, who should inform BatogoSpot without undue delay whether he accepts the proposed amendment to the Agreement or withdraws from the Agreement, which entails the immediate return of all fees paid to the Guest.

7. The price does not include a cleaning fee of PLN 80 per stay. The Client is clearly informed during the booking process about the occurrence of an additional cleaning fee.

8. The price does not include a fee for booking a parking space in the garage hall, which is PLN 25 per night per stay. The Client is clearly informed during the reservation process about the occurrence of an additional parking space fee.

9. The price does not include insurance;

10. Booking is considered valid at the time of payment 100% of the price specified in the booking form.

11. Forms of payment is a transfer to a bank account and online payment;

12. A refundable deposit against potential damage is payable before check-in and amounts to PLN 400. The deposit is returned within 7 days from the date of leaving the apartment.

§6

Complaints

1. In the event of discrepancies in the provision of services, all complaints should be submitted in writing or in electronic form within a maximum of 7 days from the day of ending the stay.

2. BatogoSpot considers the complaint within 14 days of its receipt, which informs the Guest in the same written or electronic form.

3. In the event of refusal to accept the complaint, BatogoSpot shall provide detailed reasons in writing or in electronic form for the refusal.

§ 7

Application of the Regulations

1. To activities and Agreements concluded via the Website shall apply the version of the Regulations in force at the time when the activity is performed or the Agreement is concluded.

2. These Regulations come into force on the day of publishing it on the Website.

3. Violation of these Regulations constitutes the basis for termination of the Apartment Rental Agreement.

4. The law applicable to matters relating to these Regulations is Polish law.

5. In matters not covered by the provisions of the civil law applies. All disputes between BatogoSpot and the Guest shall be considered in accordance with the provisions of Polish law by the competent court in Poland.

6. The guest declares that he has been informed about the content of par. 38 point 12 of the Act of 30 May 2014 on consumer rights, according to which in the case of contracts for the provision of accommodation services, other than for residential purposes, the consumer is not entitled to the provided for in Article. 27 of this Act, the right to withdraw from a distance contract.