



General Terms and Conditions

of short-term rental services by ShortStayPoland

§ 1 General Provisions

1. The General Terms and Conditions (GTC, Regulations) define the rules of booking and staying in the apartments managed by ShortStayPoland, as well as the rights and obligations of the parties, i.e. the Customer and ShortStayPoland, including the rules of payment, complaints and liability.
2. The GTC constitutes an integral part of a short-term lease agreement for a flat concluded with the client via the ShortStayPoland portal, another intermediary portal on which the offers are placed, by phone or e-mail. Making a reservation is synonymous with accepting the provisions of the Regulations, which are available for the client on the website www.shortstaypoland.com/regulamin.
3. The owner of ShortStayPoland.com is Hosthelper sp. z o.o. with headquarters in Warsaw (address: ul. Warecka 11 , 00-034 Warsaw), registered in the Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Department of the National Court Register, under KRS number 0000601230, NIP: 5223053846, REGON: 363714043.

§ 2 Subject of the Agreement

1. The subject of the Agreement is a short-term lease of the premises (apartments) offered by ShortStayPoland via www.shortstaypoland.com, other websites on which ShortStayPoland offers are listed, by phone, by e-mail or personally in the office.
2. ShortStayPoland is obliged to provide the Customer with the premises in accordance with the description included in the offer, within the time limits specified in the reservation, and the Customer is obliged to pay the due amount.
3. Making a reservation by the Customer, both via the website as well as by e-mail or telephone or personally in the office, is tantamount to acceptance of these Regulations and regulations of internet portals on which the offer is available, as well as conclusion of the Short-term lease agreement between the Customer and ShortStayPoland.

§ 3 Booking and Payment Rules

1. A reservation is considered made after receiving from the ShortStayPoland or the portal used during the booking process, confirmation of reservation (email, application).
2. The customer is obliged to pay immediately, however not later than within 24 hours from receiving confirmation (in the case of reservations made by phone or via electronic mail), payment for the booking reservation and cleaning fee (if applicable). The method of payment is always indicated by ShortStayPoland and may vary depending on the booking and the channel through which it was made.
3. The lack of payment referred to in § 3 para. 2 above, creates the right to withdraw from the contract on the side of ShortStayPoland. The ShortStayPoland immediately informs the Client about the cancellation.
4. In a situation where the Customer made a reservation for a stay commencing on the same day and paid for the booking by transfer to the ShortStayPoland account directly on the day of the start of the reservation, the client is obliged to present the proof of payment in any form (printout, pdf) and any media at the request of ShortStayPoland (paper, smartphone, laptop). In case the payment is not received within 24 hours after receiving the keys, ShortStayPoland has the right to withdraw from the contract immediately what the Customer acknowledges and agrees to and agrees to leave the premises or pay by cash or card at the ShortStayPoland office immediately.
5. In the case of a bank transfer payment, the payment shall be considered made on the day the ShortStayPoland bank account is credited.
6. The customer is obliged to provide information necessary for the reservation process (in particular, the name and surname, contact telephone number, e-mail address), at the same time declaring their truthfulness.
7. The transfer should be made to the account 06 1950 0001 2006 3123 9027 0002 referencing the name, surname and apartment name in the title.

§ 4 Cancelling the reservation

1. The customer may cancel the reservation free of charge up to 3 days before its commencement (counted from the standard check-in time).
2. If the Customer cancels the booking less than 3 days prior to its beginning or during its duration, the Customer is not entitled to a refund of the reservation amount.

3. In the event of a force majeure, which prevents the Client from staying in the apartment, and on which ShortStayPoland has no influence, ShortStayPoland has the right to transfer the Client to another premises of the same or higher standard or cancel the reservation if it is not possible to provide an alternative apartment.
4. In the event of cancellation of the booking referred to in §5 section 2, ShortStayPoland shall pay the Customer the booking amount corresponding to the remaining days of the reservation.
5. Change of the booking date or change of the selected premises is possible only upon agreement of the parties. In the event of disagreement between the parties, §4 par. 1 applies.
6. In case of a situation in which ShortStayPoland, for reasons beyond its control, is forced to change the essential terms of the contract prior to the commencement of the stay, in particular to change the reserved accommodation or booking date, immediately notifies the Client, who should immediately inform ShortStayPoland whether:
 - a. accept the proposed amendment to the Agreement, or
 - b. withdraws from the Agreement, which entails immediate return of all benefits provided to the Customer.
7. ShortStayPoland collects from the Customer a refundable deposit to secure any damage in the premises. The amount of the returnable deposit is PLN 300. In the case of reservations for the period covering the New Year's Eve, the refundable deposit is increased to PLN 500. The refundable deposit shall be paid by bank transfer or credit card transaction. When charging credit cards, ShortStayPoland issues confirmation of authorization.
8. If the circumstances entitling ShortStayPoland to keep the deposit in its entirety or in part are not confirmed, it is returned to the Client within 24 hours from the check-out by unblocking the credit card's charge or by transfer to a Client's bank account.
9. In the event that ShortStayPoland reports damage in the apartment, which were not recorded at the check-in, the costs of repairing the resulting damage will be deducted from the Refundable Deposit. In the event that the amount of the Refundable Deposit is not sufficient to cover the damages referred to in the preceding sentence, the Client is obliged to cover the difference between



the amount of the damage and the amount of the refundable deposit paid. The above does not prevent ShortStayPoland from claiming damages on general terms.

§ 5 Conditions of the Stay

1. A hotel day starts no earlier than at 3:00 PM on the first day specified in the Agreement and ends on the last day at 10:00am.
2. Leaving the premises after 10:00 am of the last day of stay is possible only after prior telephone or e-mail agreement with ShortStayPoland and obtaining the consent of ShortStayPoland. In the event of leaving the premises after 10:00 am on the last day of stay without agreeing with ShortStayPoland, an additional fee of PLN 200 will be charged to the Customer, which may be charged from the refundable deposit amount, which the Customer acknowledges and agrees to. If the client leaves their luggage in the apartment after 10.00 on the last day of your stay, it will be removed from the apartment and an additional fee of PLN 200 will be charged which can be taken from the refundable amount, which the Customer acknowledges and agrees.
3. Client agrees to respect quiet hours in the premises from 22:00 to 6:00. Failure to do so may also result in additional fees and the intervention of emergency services (Police, City Guard).
4. The keys to the apartment are provided to the client on the day of the commencement of the stay in ShortStayPoland office (except for the situation in which the place and manner of delivering the keys were agreed individually, in particular at premises with remote check-in) between 15:00 and 20:00. Early check-in is only possible after consultation and consent of ShortStayPoland. ShortStayPoland is not liable to the Customer for any delays in the delivery of keys due to the lack of notification of the time of arrival by the Customer or lack of possibility to contact the client prior to the arrival.
5. A check in between 20:00 and 24:00 is possible after prior notification and consent by ShortStayPoland. Check-in during these hours is subject to an additional fee of PLN 50, which the Customer acknowledges and agrees to.
6. Check-in after 24:00 is individually agreed and may be subject to additional charges set individually. In exceptional cases, ShortStayPoland may refuse to issue keys after 24:00.
7. If the keys are not collected until 24:00 on the day of the stay, the reservation will be cancelled and the reservation amount will not be refunded. The exception is the situation in which the method and time of check-in is agreed individually and confirmed by both ShortStayPoland and the Customer.



8. On the day of the check-in and handing over the keys to the premises, ShortStayPoland is entitled to request the Client to present his ID card, passport or other identity document in order to verify the Customer's personal data.

9. The customer is obliged to use the premises in a manner consistent with its intended use, provisions of the Regulations and rules of social coexistence, in particular in a manner not disturbing the peace of third parties, including people living in neighbouring premises.

10. Each of the premises offered by ShortStayPoland is intended for residence by the maximum number of people indicated during the booking. Staying in the premises of a larger number of people than those indicated in the reservation must be agreed directly with ShortStayPoland before the start of the stay and may result in an increase in the price of the premises or refusal of its reservation. If, despite the lack of permission from ShortStayPoland, there are more people in the place than agreed, ShortStayPoland has the right to terminate the contract with immediate effect or charge additional fees, which will be taken from the deposit amount, which the Customer acknowledges and agrees.

11. ShortStayPoland has the right to terminate the Agreement with immediate effect if the Client or persons staying in the premises behave in an aggressive way or in a way that disturbs the peace of third parties, including people living in neighbouring premises.

12. All premises of the ShortStayPoland are non-smoking. In the event of breaking the smoking ban, ShortStayPoland imposes an additional fee of 200 PLN on the Customer, which can be deducted from the amount of the Refundable Deposit, which the Customer acknowledges and agrees to.

13. Animals are strictly forbidden in all ShortStayPoland premises. In the event of breaking the ban, ShortStayPoland imposes an additional fee of 200 PLN on the Customer, which may be taken from the amount of the Refundable Deposit, which the Customer acknowledges and agrees to.

14. The customer is obliged to take care of the premises with due diligence. If ShortStayPoland finds shortage in the equipment of the premises, ShortStayPoland reserves the right to withhold the amount of the Refundable Deposit, which the Customer acknowledges and agrees to. The retention of the returnable deposit does not limit ShortStayPoland's ability to report the fact to the relevant services and to claim damages on general terms.

15. The Customer is obliged to report any defects or damages found in the premises to ShortStayPoland immediately. In the event ShortStayPoland finds faults or damage resulting from deliberate actions of the Customer, ShortStayPoland reserves the right to withhold the amount of the Refundable Deposit, which the Customer acknowledges and agrees to. The retention of the



refundable deposit does not limit ShortStayPoland's ability to report the fact to the relevant services and to claim damages on general terms.

16. In specific and justified cases ShortStayPoland reserves the right to enter the apartment without prior contact with the guest.

§ 6 Liability

1. ShortStayPoland is responsible for non-performance or improper performance of the Contract, unless this is solely due to Customer's act or omission or force majeure.

2. The customer is responsible for all kinds of damage to the premises caused by intentional and deliberate act or omission. The customer is also liable for losses caused by persons staying with him.

3. The customer is not liable for damage caused as a result of force majeure.

§ 7 Under-aged persons

1. Booking and staying by Minors who are between 13 years and 18 years of age is possible only if there is at least one adult person in the premises who is required to present an identity document confirming the child's age.

2. In case of violation of §9 section 1, ShortStayPoland may cancel the reservation immediately. In this situation, the customer is not entitled to a refund of the amount paid and the customer is obliged to leave the premises immediately.

§ 8 Complaints

1. All complaints should be reported by the Customer to ShortStayPoland in writing or in electronic form within a period not exceeding 5 days from the day of check-out.

2. ShortStayPoland replies to the complaint within 7 business days of its receipt and informs the client in the same form: in writing or electronically.

3. In the event of refusal to consider the complaint, ShortStayPoland will provide the explanation in writing or in electronic form.



§ 9 Final Provisions

1. In matters not covered by the provisions of this document, the Civil Code applies.
2. The client declares that he has been informed about the content of art. 38 points 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 withdraw from the contract entered into remotely (Article. 27 of this Act).
3. The customer agrees within the meaning of art. 23 par. 1 points 1 and 3 in connection from art. 7 point 5 of the Act of 29 August 1997 on the protection of personal data for the processing, updating, sharing and storage of your personal data for the purpose of implementing the Agreement.
4. The customer confirms that he has been informed about issues related to his personal data in accordance with the Regulation of the European Parliament and 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 the repeal of Directive 95/46 / EC (general data protection regulation, GDPR):
 - a) Personal data will be processed in order to conclude a rental agreement for a property managed by ShortStayPoland. Providing personal data is necessary to conclude a contract
 - b) The data administrator used by ShortStayPoland for the purpose of concluding a short-term rental contract is Hosthelper sp. z o.o. with headquarters in Warsaw, ul. Śliska 3/170 (00-127 Warsaw)
 - c) Personal data will be kept for the duration of the contract and for the period necessary to investigate or protect claims
 - d) The customer has the possibility to view, modify, delete or transfer his personal data at his own request
 - e) During processing, data may be disclosed to persons and authorized entities that demonstrate legitimate interests
5. Any disputes between ShortStayPoland and the Customer shall be considered in accordance with the provisions of Polish law by the court competent for the seat of ShortStayPoland.