

House Reservation and Lease Regulations

I. General provisions

1. These Regulations specify the terms and conditions of reservation and lease of a single-family residential house located in:

- Sztutowo at 26 Bukowa Street,
 - Sztutowo at 35 Bukowa Street,
 - Śniadowo at the following address: Śniadowo 1B,
 - Śniadowo at the following address: Śniadowo 1C,
 - Śniadowo at the following address: Śniadowo 1D,
 - Śniadowo at the following address: Śniadowo 1E,
- hereinafter referred to as the "Regulations".

2. The terms used in the Regulations shall have the following meaning:

1) the **House** – a single-family, all-year residential house located in:

- Sztutowo at 26 Bukowa Street,
- Sztutowo at 35 Bukowa Street,
- Śniadowo at the following address: Śniadowo 1B,
- Śniadowo at the following address: Śniadowo 1C,
- Śniadowo at the following address: Śniadowo 1D,
- Śniadowo at the following address: Śniadowo 1E,

owned by the Landlady, being the subject of short-term lease;

2) the **Landlady** – Dorota Kalińska, operating a business activity under the name of Sakura Rest

Dorota Kalińska, address: ul. Wiejska 17, 05-500 Mysiadło, NIP (Tax Identification Number):

5212651791, phone number: 501606742, e-mail: biuro@sakurarest.pl;

3) the **Tenant** – a natural person with full legal capacity or a legal person or an organisational unit not being a legal person to which legal capacity is granted under the provisions of law;

4) the **Agreement** – an agreement for short-term lease of the House, concluded with the Tenant upon reservation, according to the terms and conditions stipulated herein;

5) the **Reservation** – House lease reservation for a specific period, submitted by a potential Tenant by phone or e-mail; for its validity, the Reservation must be confirmed by the Landlady and the potential Tenant must make the payment according to the terms and conditions stipulated herein;

6) the **Advance Payment** – the advance payment within the meaning of Article 394 of the Civil Code paid by the Tenant after making the Reservation, amounting to 50% of the price for the entire Lease Period;

7) the **Lease Period** – the period confirmed in the Reservation, during which the Tenant and the people indicated by the Tenant will stay in the House;

8) the **Maximum Number of People** – during the Lease Period, a maximum of 6 (six) people, including children, may live in the House together with the Tenant;

9) the **Security Deposit** – the amount of PLN 500 paid to the Landlady in cash by the Tenant upon arrival, to cover any possible damage or additional charges, returned to the Tenant upon departure – if the House is returned without any objections;

10) **Personal Data** – any information related to an identified or identifiable natural person, processed by the Landlady in connection with the conclusion and performance of the Agreement;

11) **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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);

12) the **Civil Code** – the Civil Code Act of 23 April 1964 (Journal of Laws of 1964, No. 16, item 93, as amended).

3. Making the Reservation shall mean that the Tenant has read and accepted the provisions hereof. The Regulations shall be sent by the Landlady to the Tenant before the conclusion of the Agreement/are available at the following address (website in construction). The Agreement shall be concluded upon the Reservation confirmation by the Landlady.

II. Reservation and payment method

1. Reservation enquiries can be made by calling the phone number 501123868 or using the electronic mail address biuro@sakurarest.pl.

2. For the Reservation to be effective, the following conditions must be met:

1) the Landlady shall confirm the terms and conditions of the Reservation (in particular, the period, number of people and the House lease price) by phone or electronic mail – depending on how the Tenant contacted the Landlady;

and

2) the Tenant must pay the Advance Payment in the amount of 50% of the full Reservation value to the Landlady's bank account given below:

Sakura Rest Dorota Kalińska, address: ul. Wiejska 17, 05-500 Mysiadło

account number at Santander Bank: 97 1090 1870 0000 0001 3412 0559,

please indicate the following in the subject of the transfer:

- full name of the person making the Reservation,
- agreed Lease Period,
- number of people,
- phone number.

3. Payment shall be made within maximum **2 days** from the moment the Landlady confirms the Reservation – the payment date shall be considered to be the date of crediting the payment to the Landlady's account. If the Advance Payment is not paid within this period, the Reservation shall be automatically cancelled and the Landlady may rent the House in the reserved period to a third person. The Advance Payment shall be recognised on account of the House lease fee.

4. The Tenant shall pay the remaining amount due on account of the House lease fee to the Landlady's bank account referred to in item 2 above not later than 21 days prior to the commencement of the House Lease Period.

5. If the Reservation is made 22 days before the commencement of the Lease Period or later, the Tenant shall pay the entire lease fee immediately after the Landlady confirms the Reservation, however within a period of 2 days at the latest. The provisions of item 3 above shall apply accordingly.

6. The Tenant may cancel the Reservation by phone or electronic mail within up to 21 days before the commencement of the Lease Period, however, in such a case, the Advance Payment referred to item 2, point 2) shall not be returned (according to Article 394, § 1 of the Civil Code, in the event of non-performance on the part of the Tenant, the Landlady shall have the right to withdraw from the Agreement and keep the Advance Payment).

7. The Lease Period may be changed only with the prior consent of the Landlady and subject to available Lease Periods. In the event that the Lease Period is changed, the Tenant shall not be charged any additional costs if the lease price in the changed period is the same as in the original period. Otherwise, the Tenant shall have to pay the price difference to effectively change the period.

8. In the event of non-performance on the part of the Tenant, i.e., in particular if the Tenant:

(1) cancels the Reservation later than 21 days before the Lease Period,

(2) does not arrive at the agreed time,

(3) shortens the agreed Lease Period,

the Landlady shall be entitled to receive full lease fee. In such a case, the Tenant shall not have the right to demand the reimbursement of the amount of the lease fee paid.

9. Upon the arrival date, the Tenant shall pay the Security Deposit in the amount of PLN 500 to cover any possible damage caused by the Tenant or the people for whom the Tenant is responsible, as well

as the price of stay of a person not reported to the Landlady. The Security Deposit shall be returned on the last day of the Lease Period after the House has been accepted by the Landlady's representative without any objections.

10. The Agreement concluded between the Landlady and the Tenant shall cover exclusively the House lease. It shall not cover transport, board or organisation of time during the stay.

11. The provisions of Article 394, § 1 and 2 of the Civil Code shall apply to the Advance Payment, according to which in the event of non-performance by one of the parties, the other party may withdraw from the Agreement without any additional period and keep the Advance Payment received, and if it was the withdrawing party who paid the Advance Payment, he/she may demand its double.

12. The Tenant may cancel the Reservation by phone or electronic mail within 60 days prior to the commencement of the Lease Period, and in such an event, the Advance Payment referred to in item 2, point 2) shall be returned.

III. Accommodation

1. During high season. i.e., in July and August, during Easter, Christmas, the long May weekend and Corpus Christi Day, the House shall remain at the Tenant's disposal on the first day of the Lease Period **from 4:30 p.m.** and the Tenant must leave the House and hand it over to the Landlady on the last day of the Lease Period until **10 a.m.**, unless otherwise has been agreed with the Landlady or her representative.

2. In low season, it shall be possible to agree other times of handing the House over, as agreed in advance with the Landlady or her representative.

3. No later than one day before arrival, the Tenant shall inform the Landlady or her representative responsible for delivering the keys if the arrival time will change with regard to the time indicated in item 1 above or the time agreed individually with the Landlady.

4. If the Tenant cannot arrive at a previously agreed time, he/she shall immediately inform the Landlady or her representative responsible for delivering the keys by phone about this fact.

5. The House shall be handed over to the Tenant and returned by the Tenant to the Landlady in the presence of the Owner or her representative. In consideration of the above, the Tenant shall inform the Landlady or her representative about the exact time of arrival and departure (subject to the above stipulations) 24 hours in advance, in order to facilitate effective handover.

6. After the handover of the House and the keys to the House, the Tenant shall show the Landlady or her representative his/her identification document, enabling the verification of his/her identity and personal data.

7. After the handover of the House, the Tenant shall immediately verify the condition of the House and its fit-out against the House fit-out specification, in particular the following shall be checked: furniture, windows, shower and other equipment of the House. The Tenant shall immediately communicate any comments regarding the above to the Landlady or her representative. If no comments are communicated to the Landlady until 10 p.m. on the arrival date, it shall be deemed that the Tenant accepts the object of the lease without any objections, and the equipment and furniture items correspond in number to those indicated in the House fit-out specification and are in a good state.

IV. The Tenant's responsibility

1. The Tenant undertakes to use the House only for residential purposes and may not sublease the House or hand it over for free use by any third persons.

2. The House may not be inhabited by more people than indicated in the Reservation, subject to the Maximum Number of People, unless otherwise has been agreed with the Landlady. If the number of people using the House declared in the Reservation is exceeded (without the consent and knowledge

of the Landlady or the authorised person), the Landlady may terminate the Agreement with immediate effect. In such an event, the Tenant shall be charged the full House lease fee.

3. The Tenant shall be financially liable for all kinds of damage or destruction of the House, items of the fit-out and technical devices caused through the fault of the Tenant or people staying in the House leased by the Tenant during the term of the Agreement. The Tenant shall be financially liable for any damage caused through his/her fault in the House during his/her stay and hereby agrees that all repairs, replenishing of lacking fit-out items or remedies will be made at his/her cost or that on the day of departure at the latest, he/she will pay compensation in cash fully covering the value of the damage, directly to the Landlady or the person in charge of the keys.

4. The Tenant shall be responsible for the keys to the House, the entry pass and the garage door remote control (if provided), and if the Tenant loses them – he/she shall have to pay a charge amounting to PLN 200 for each lost item.

5. The Landlady may refuse accepting a Tenant who during his/her last stay seriously breached the Regulations, damaged the Landlady's property or disturbed the principles of good coexistence of neighbours.

6. Organising any kinds of events in the House shall be prohibited. In the event of breaching the prohibition on organising events, the Tenant shall pay a fine amounting to PLN 1,000 for each breach.

7. The Landlady shall not bear any liability for damage caused to the health or property of the Tenant or any third persons if they were not caused through her fault. The Tenant shall protect his/her property by himself/herself (in particular, luggage, objects of value, vehicles). The cost of the House shall not cover the cost of insurance.

8. The Landlady shall not be liable for the safety of children remaining at the playground. Using the playground by children shall be permitted only under the supervision of an adult.

V. Using the House during the stay

1. In the event of any damage or malfunction, the Tenant shall inform the Landlady or her representative immediately after finding out about it.

2. The Tenant shall pay special attention to due handling of water valves and electrical equipment. For reasons related to fire protection, the Tenant may not use any devices supplied by electricity that do not form part of the House fit-out, apart from computers, shavers, hair dryers.

3. The Tenant shall respect the principles of good neighbourhood. In the event that the Tenant seriously disturbs the peace or property of neighbours and fails to respect generally applicable norms of human coexistence, the Landlady reserves the right to terminate the Agreement without notice and shall not be obliged to return the price for the Lease Period not enjoyed to the Tenant.

4. The Tenant shall maintain the House in the same condition in which he/she found it at the beginning of the stay. Moving furniture and domestic appliances forming part of the House fit-out shall be prohibited.

5. Smoking cigarettes and the use of candles in the House shall be prohibited in connection with the safety and comfort of guests. In the event of breaching the smoking prohibition, the Tenant shall pay a fine in the amount of PLN 500 for each case of breach and cover any damage caused as a consequence of breaching this prohibition.

6. Due to fire safety reasons, in the House it shall be prohibited to:

- 1) use any objects or devices supplied by electricity or gas that do not form part of the House fit-out and that may cause a fire hazard, e.g., electric heaters, gas burners;
- 2) bring in any flammable or explosive materials or materials with unpleasant smells;
- 3) light a bonfire or a grill or use open flame outside places designated for this purpose;
- 4) light a grill on the wooden terrace.

7. Pets may stay in the House only if the Landlady has agreed to it in advance.

8. The Landlady undertakes to ensure that parents of small children staying in the House have protected mattresses with waterproof pads (available in the House) against wetting and soiling, otherwise, the Tenant shall cover the costs of damage and cleaning.

9. If in connection with breaching the curfew from 10 p.m. until 7 a.m. the Landlady or her representative is forced in justified cases to call the police, the Landlady shall be entitled to terminate the Agreement with immediate effect and shall not be obliged to return the price for the remaining Lease Period.

10. The Tenant shall not have the right to make any repairs, expenditures or changes in the House without the Landlady's prior written consent. The Tenant shall inform the Landlady without delay about the need to make repairs or expenditures.

11. The Tenant shall maintain the House ordered and return the House in the original condition, which in particular shall mean that before leaving, the Tenant shall leave all kitchenware washed, clean the House, including the terrace, and take the trash out. A failure to observe this shall result in charging the Tenant a fee for the final cleaning of the House, which shall be deducted from the Security Deposit.

VI. Personal data

1. The controller of personal data provided in connection with the conclusion of the Agreement shall be the Landlady, further referred to in this point as the: "Controller". You may contact the Controller by writing to the address biuro@sakurarest.pl.

2. The legal basis for data processing shall be the Agreement between the Tenant and the Controller concluded as a result of making the Reservation and accepting the Regulations and the performance of which requires data processing (Article 6, item 1, letter b of the GDPR).

3. Personal data shall be processed only for the purposes of the Agreement performance and taking necessary actions before the conclusion thereof.

4. The provision of personal data shall not be obligatory, yet it shall not be possible to conclude and perform the Agreement if they are not provided.

5. Data shall be stored no longer than necessary for the performance of the Agreement and the execution of the rights and obligation resulting therefrom, as well as for the assertion, establishment and defence of claims, if any.

6. According to applicable provisions of law, the Controller may provide data to entities processing them at his/her commission, e.g., accounting firms, sub-providers of services and entities authorised to obtain data on the basis of applicable provisions of law, e.g., self-government bodies, courts or law enforcement authorities.

7. The Controller shall not provide data to any third country or international organisation.

8. You shall have the right to demand from the Controller access to your data, their rectification, transfer and erasure, as well as the right to limit data processing.

9. You shall have the right to complain to the President of the Personal Data Protection Office if you determine that your personal data are processed in breach of the provisions of law.

10. Based on your personal data, the Controller shall not take automated decisions regarding yourself, including decisions resulting from profiling.

VII. Final provisions

1. The Tenant may not hand over the House that he/she is leaving to any third persons, even if the Lease Period for which he/she has paid has not elapsed yet.

2. In the event of any irregularities, the Tenant may submit a complaint within 14 days thereof. Complaints and objections shall be sent to the following address: biuro@sakurarest.pl. Complaints shall be handled within 14 days from the date of submission thereof. The Tenant shall be informed without any delay on how the complaint will be handled.

3. The Landlady makes a reservation that **she does not admit contact via SMS messages**, and no information contained in these messages shall be taken into account.

4. Any personal objects left by the Tenant in the House shall be sent back to the address indicated by the Tenant and at his/her cost.

5. The parties shall strive to resolve any disputes resulting from the performance of the Agreement amicably, and if no understanding can be reached, the parties shall submit the dispute for resolution to the Common Court.
6. These Regulations shall enter into force as of 1 January 2020.
7. The description of the House fit-out shall constitute an integral part hereof.

Sakura Rest Dorota Kalińska

The Landlady