

HOME RENTAL REGULATIONS

I. General provisions and glossary of terms

1. These regulations govern the rules of daily rental of the Mielnowo House located at ul. Gálczyńskiego 4 in Mielno and the principles of liability of both parties to the contract. The regulations were created to ensure guests a comfortable and safe stay at the Mielnowo F.A.F. House. Ltd.
2. The Regulations are an integral part of the Agreement.
3. By making a reservation at the Mielnowo House, paying an advance payment or signing the residence card, the Guest confirms that he or she has read these Regulations and accepts their provisions.
4. The regulations are available both in electronic form on the website mielnovo.pl and in paper form at the reception.
5. The provisions of the Regulations apply to all guests and persons accompanying them on the premises and in the Mielnowo House.
6. The terms used in the Regulations mean:
 - Price - gross price for one day of rental, expressed in Polish currency (PLN),
 - Guest - a person accommodated in the Premises under the Agreement,
 - Mielnowo House - a residential house intended for daily rental,
 - Rental - the Landlord gives the Mielnowo House for temporary use by the Guest in exchange for the agreed Remuneration, for a period not longer than 31 days,
 - Tenant – a natural person with full legal capacity, a legal person or an organizational unit referred to in Art. 33¹ of the Civil Code, concluding a lease agreement for the Mielnowo House with the Landlord,
 - Rental Agreement/Agreement - an agreement concluded upon confirmation of the reservation, regulating all mutual rights and obligations of the parties,
 - Reservation - temporary reservation of the Mielnowo House selected by the Tenant for the purpose of concluding a Rental Agreement,
 - Lessor /FAF – F.A.F. limited liability company with its registered office in Mielno at ul. Pionierów 18/2.01, 76 – 032 Mielno, KRS: 0000460585.

II. Reservation and payment

1. The Landlord provides Tenants with the opportunity to make a Reservation in the following forms:
 - in electronic form to the following address rezerwacje@mielno-apartments.com
 - by phone at (0048)781 81 81 80
 - online, via the website mielnovo.pl, using the booking form available on the website
2. The Reservation must include the following data: date and planned time of arrival and departure, name of the Mielnowo House that the Tenant would like to rent, contact details of the Tenant, expected number of guests for whom the stay is to be booked. Reservations can be made by anyone over 18 years of age.
3. After booking the Premises in the manner specified in section 1, will receive an e-mail in his e-mail box confirming the Reservation together with an indication of the essential provisions of the Agreement, in particular the Reservation number, type of the Mielnowo House booked, date of stay, number of guests, amount of Remuneration for the stay, amount and date of payment of the advance payment of Remuneration. . The Tenant is obliged to check the accuracy of the Reservation data.
4. Within 24 hours of receiving the message confirming the reservation, the Tenant is obliged to pay a fee to the indicated bank account in the amount of:
 - in the case of a return offer - 40% of the Remuneration for renting the Mielnowo House as an advance payment,
 - in the case of a non-refundable offer - 100% of the remuneration for renting the Mielnowo House
5. In the case of non-refundable offers, the payment made is not refundable, regardless of the Tenant's use of the Mielnowo House.
6. Payments should be made according to the following details: F.A.F. Sp. z o. o., ul. Pionierów 18/2.01, 76-032 Mielno, NIP: 4990648215, PKO Bank Polski SA: 21 1020 1462 0000 7702 0314 6503, SWIFT: BPKOPLPW.
7. Recognition of the payment to the FAF bank account is tantamount to concluding the Agreement. After receiving the payment specified in section 4 The Landlord will confirm the conclusion of the Agreement to the e-mail address provided by the Tenant.
8. The content of the remote Agreement is recorded, secured and made available to the Guest by: (1) making the Regulations available on the Landlord's website in a form that can be downloaded by the Guest and (2) sending the Guest an e-mail confirming the Reservation.
9. Failure to make the payment within the time specified in the e-mail is deemed to be the Tenant's resignation from the Reservation, and



the Agreement is considered not concluded. M I E L N O V O

10. The remaining amount due for the stay is payable in cash or by card on the day of the Tenant's arrival at the Mielnowo House or by transfer made at least 3 days before the arrival planned in accordance with the Reservation. When choosing the payment option by transfer, the Tenant is obliged to present confirmation of the transfer on the day of arrival at the Mielnowo House. If payment is not made, the Tenant is not entitled to gain access to the Mielnowo House, and the Landlord is entitled to retain the advance payment.
11. The Lessor is entitled to collect a guarantee deposit to secure any claims. A deposit of PLN 1,000 is collected in the form of pre-authorization on the payment card at the latest when the Mielnowo House is collected by the Tenant. The deposit is interest-free and is refundable to the Tenant's bank account on the terms specified by the banking institution maintaining the Tenant's account after checking the Mielnowo House after the end of the Tenant's stay and ascertaining no damage or deterioration of the Mielnowo House. If the guarantee deposit is collected in cash, it is refundable within 14 business days of checking the Mielnowo House after the end of the stay and determining that there is no damage or deterioration of the Mielnowo House's condition, to the bank account indicated by the Tenant.
12. The remuneration does not include additional cleaning, additional replacement of linen and towels, additional cleaning products, rental of a travel cot or high chair. These services are available for an additional fee.
13. If the Tenant shortens the rental period, the Remuneration paid for the entire stay will not be reduced and the unused part will be refunded.

III. Cancelling the reservation

1. Pursuant to Article 38 point 12 of the Act of May 30, 2014. on consumer rights, the Tenant is not entitled to withdraw from the Agreement concluded remotely.
2. The Landlord is entitled to retain the payments indicated in §2 section 4 of the Regulations paid towards the rent of the Mielnowo House in the event of cancellation of the Reservation by the Tenant.
3. Late arrival or departure of the Mielnowo House before the planned end of the stay does not entitle the Tenant to request a refund of remuneration for unused services covered by the Reservation.
4. The Landlord reserves the right to cancel the Reservation without giving a reason within 24 hours of making it by the Tenant. In case of cancellation of the reservation, the Tenant will receive a refund of all funds paid.
5. The Tenant's failure to show up on the day of arrival (until 8 p.m.), if the Lessor is not informed about the delay in arrival, is considered as a resignation from the Reservation. All amounts paid towards the Reservation are then retained by the Landlord.
6. The Landlord reserves the right to cancel the Reservation in the event of reasons beyond its control. In the event of cancellation of the Reservation by the Landlord, the amounts received from the Tenant as remuneration, including the advance payment, will be refunded, which exhausts all claims of the Tenant for non-performance of the contract. The refund is made to the bank account indicated by the Tenant within 14 days from the date of cancellation of the Reservation.
7. In exceptional situations, in particular in the event of unavailability of the Mielnowo House due to a failure, previous Reservation or other random event, FAF is entitled to provide the Tenant with another place of residence with parameters and area similar to the Mielnowo House. If the Tenant does not consent to changing the Mielnowo House, the contract is terminated and the amount paid as Remuneration is refunded to the bank account indicated by the Tenant within 14 days from the date of cancellation of the Reservation or in cash, if the Remuneration was paid in such form.
8. None of the Parties shall be liable for non-performance or improper performance of the Mielnowo House Rental Agreement if it is caused by Force Majeure (e.g. natural disasters, terrorist attacks, war, acts of public authority, epidemic), which, having exercised due diligence, neither Party she could have prevented.
9. In the event of Force Majeure, the advance payment, and in the case of a confirmed reservation, the entire reservation fee, is not refundable, but is credited towards the next reservation, scheduled after the termination of Force Majeure, by the Tenant in consultation with FAF.
10. FAF is not responsible for any inconvenience caused during the Tenant's stay related to: construction or finishing works that may be carried out on the plots adjacent to the Mielnowo House, interruption of the supply of utilities (including electricity, water, central heating) for reasons beyond the facility's control, noise emissions neighboring properties. The Tenant is not entitled to compensation for any inconvenience.

IV. Accommodation

1. The Mielnowo house is rented for hotel days.
2. The hotel day starts at 4:00 p.m. on the first day of the stay and ends at 10:00 a.m. on the last day of the stay. The Tenant is obliged to



collect the Mielnowo House from the FAF representative at the time agreed by the Parties and specified in the Reservation. If arrival is planned at times other than 16:00-16:00, the Tenant is obliged to notify the employees at least 24 hours before the day of arrival. Arrivals in the evening or at night must be agreed with an FAF employee and paid in full before the Tenant's arrival.

3. Extending your stay at the Mielnowo House or leaving your belongings there after the end of the hotel day is possible only after prior consultation and approval of an FAF employee. In the absence of FAF's consent, the Landlord's employees are entitled to independently empty the Mielnowo House of items belonging to the Tenant and place them in the storage room at the Tenant's expense and risk.
4. In the event of staying in the Mielnowo House pursuant to section 3, the Landlord is entitled to charge the Tenant an additional amount of up to PLN 100 for each additional hour of stay.
5. The basis for registering the stay is the Tenant's presentation to the Landlord of a valid identity document (ID card or other document accepted in Poland). In the event of refusal or inability to present an identity document, FAF is entitled to refuse to provide the Apartment.
6. When registering, the Tenant is obliged to provide personal data of all guests accommodated in the Mielnowo House.
7. The keys to the Mielnowo House and the garage remote control are handed over in a manner agreed with the FAF employee.
8. The keys and the garage door remote control are returned on the day of departure in a manner agreed with the FAF employee.
9. It is possible to receive a VAT invoice for the services provided by the Lessor. Such a request should be indicated in the Reservation. In order to receive a VAT invoice for the service, please enter the data for issuing the invoice (including the Tax Identification Number and the entity's details) in a message to the Landlord or report the need to receive an invoice when booking by phone. These details must be provided before payment can be made. The tenant agrees to issue a VAT invoice without a signature.
10. It is possible to use, as part of the lease, a parking space located on the premises of the Mielnowo House. The parking space is suitable for 5 passenger cars. The Landlord stipulates that not every car will be able to park on the premises of the Mielnowo House, and if the Tenant's car does not meet the conditions for a passenger car, the Landlord will not provide the Tenant with another parking space within the unused one.

V. Rental terms

1. Dom Mielnowo is not a hotel, but operates as a residential house. Therefore, Tenants are obliged to comply with the principles of good neighborliness and quiet hours from 10 p.m. to 7 a.m. The Tenant is responsible for the actions and omissions of persons staying in the Mielnowo House during the Lease period.
2. The Landlord undertakes to make every effort to maintain the highest level of services provided.
3. Smoking is strictly prohibited in the Mielnowo House. A tenant who does not comply with this prohibition will be charged a fee of PLN 1000.
4. Pets are not allowed in the Mielnowo House.
5. It is prohibited to use the equipment of the Mielnowo House in a manner inconsistent with its intended purpose, as well as to remove the equipment from the Mielnowo House during and after the stay.
6. For safety reasons, it is prohibited to possess, store or use dangerous goods, weapons, ammunition, flammable, explosive or illuminating materials, including fireworks, in the Mielnowo House or on the premises.
7. Guests are not allowed to use devices and objects that may pose a risk of damage to the property of the Landlord and other guests, in particular devices that may cause fire or flooding.
8. Only kettles and other devices that are part of the Mielnowo House's equipment may be used in the Mielnowo House.
9. The Tenant is obliged to secure the Mielnowo House each time he leaves it by turning off the TV, turning off the lights, turning off the taps, locking the windows and entrance doors, and keeping careful custody of the key.
10. If the garage door remote control is lost, the Tenant is obliged to pay a fee of PLN 200.
11. Organizing social events is prohibited and FAF may charge the Tenant a fine of PLN 1000.
12. The number of guests staying at the Mielnowo House cannot exceed the number reported during registration and the absolute number specified as the maximum on the website in the Mielnowo House's offer. For failure to comply with the above-mentioned rule, the Landlord reserves the right to deduct 100% of the deposit collected, to charge an additional fee for the stay of any unregistered person or to terminate the Agreement.
13. The tenant has no right to sublease the Mielnowo House to third parties.
14. The Tenant has no right to make any modifications or permanent changes to the Mielnowo House and is financially liable for any damage or destruction of items left at the Tenant's disposal in the Mielnowo House and its premises.



15. The tenant should report any deficiencies or defects in the Mielnowo House within 2 hours of receiving the keys from the Mielnowo House. Failure to submit comments and reservations (in writing: SMS, e-mail, etc.) regarding the technical condition of the Mielnowo House within the above-mentioned deadline is tantamount to the fact that the Mielnowo House and the equipment contained therein were put into use in good condition, not containing no faults.
16. The Tenant is obliged to immediately inform the FAF employee about all defects occurring in the Mielnowo House during their stay. For defects caused by the Tenant's fault, adequate monetary compensation will be charged.
17. In the event of an extremely flagrant or hooligan violation of the rules set out in these regulations, FAF has the right to remove the Tenant and his accompanying persons from the Mielnowo House without refunding the fee paid by the Tenant.

18. Defects occurring or noticed during the Tenant's stay will be repaired as soon as possible. The Landlord is not responsible for the availability of dates of companies that can repair a given defect. The tenant is not entitled to compensation for this.
19. If it is necessary to immediately repair a defect in the Mielnowo House, the Landlord reserves the right to enter the house, after informing the Tenant by phone or e-mail.
20. The Landlord is not responsible for items, food or pharmaceuticals left in the Mielnowo House after the end of the lease. Items left at the Mielnowo House will be sent back at the expense of the Tenant, who is obliged to order a courier to the address of the F.A.F. company headquarters. If no such instruction is received, F.A.F. will store these items for a month, after which they become the property of the lessor.
21. The Landlord is not liable for the Tenant's loss or damage, for reasons not attributable to the Landlord, of items brought by the Tenant to the Mielnowo House.
22. The Lessor is not responsible for damage or loss of a car or other vehicle belonging to the Lessee.
23. The Tenant undertakes to comply with the rules of waste segregation into five fractions. Additional fees may apply for failure to comply with these rules.
24. On the premises of the facility and the Mielnowo House, children under the age of 13 should be under constant supervision of their legal guardians. Legal guardians may be held financially liable for any damage resulting from the actions of children under the principles set out in generally applicable law.
25. In the event of a violation of the provisions of the Regulations, the Landlord may refuse to continue providing services to the person who violates them. Such a person is obliged to immediately comply with the Lessor's requests, settle the amount due for previous services, pay for any damage and leave the Mielnowo House.
26. A barbecue is available to the Tenant. After using the item, the Lessee is obliged to extinguish the flame and clean the item.
27. An electric scooter - Bily coco - is at the Tenant's disposal. The use of the vehicle is at the Renter's own risk. The landlord is not liable for any damage occurring during its use. The tenant undertakes to comply with the regulations "Regulations for the use of Bily coco".
28. The tenant consents to external monitoring installed on the property at ul. Gałczyńskiego 4.

VI. Personal data protection

1. We would like to inform you that the administrator of personal data provided under the daily apartment rental agreement is F.A.F. sp. z o. o. based in Mielno, ul. Pionierów 18. Personal data provided on the basis and in connection with the implementation of the lease agreement (legitimate interest of the Parties - Article 6(1)(f) of the GDPR) are made available by the Tenants voluntarily, and their processing is necessary for the proper performance of the agreement. Personal data will be processed for the duration of the contract and after its termination for archiving purposes and until the limitation period for claims related to it expires. The data subject has the right to access their data and the right to rectify, delete, limit processing, the right to transfer data, the right to object and the right to lodge a complaint to the authority.

VII. Complaint procedure

1. Guests have the right to submit complaints if they notice any deficiencies in the quality of services provided or in any other respect.
2. A complaint may be submitted by a Guest, for example:
 - in writing to the F.A.F. delivery address indicated in point II section 6 of the Regulations;
 - in electronic form via e-mail to the following address: rezerwacje@mielno-apartments.com
3. It is recommended that the Guest provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the infringement or other defect, and (2) contact details of the person filing the complaint - this will facilitate and speed up the consideration of the complaint by F.A.F. The requirements set out in the previous sentence are only recommendations and do not affect the effectiveness of filing a complaint.
4. F.A.F. will respond to the complaint received from the Guest and inform him about the method of considering the complaint, in particular in writing or via e-mail, if the Guest provided an e-mail address for this purpose. FAF will respond to the Guest's complaint



within 30 days from the date of its receipt, unless separate regulations provide otherwise.

VIII. Amicable (out-of-court) methods of examining complaints and pursuing claims and rules of access to these proceedings

1. Guests who are consumers have the opportunity to use out-of-court methods of dealing with complaints and pursuing claims.
2. Detailed information regarding the above issues and the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectors of the Trade Inspection and at the following websites of the Office of Competition and Protection Consumers:
 - http://www.uokik.gov.pl/spory_konsumenckie.php; http://www.uokik.gov.pl/sprawy_indywidualne.php;
 - http://www.uokik.gov.pl/wazne_adresy.php.
3. Listed below are examples of options available to a Guest who is a consumer to use out-of-court methods of dealing with complaints and pursuing claims:
 - applying to a permanent consumer arbitration court referred to in Art. 37 of the Act of December 15, 2000 on the Trade Inspection, with a request to resolve a dispute arising from the concluded Agreement;
 - applying to the voivodeship inspector of the Trade Inspection, in accordance with Art. 36 of the Act of December 15, 2000 on the Trade Inspection, with a request to initiate mediation proceedings for the amicable settlement of the dispute;
 - using the free assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers);
 - European ODR (Online Dispute Resolution) platform, <http://ec.europa.eu/consumers/odr/>, operating in accordance with the provisions of Regulation (EU) No. of the European Parliament and of the Council. 524/2013 of 21 May 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (OJ EU No. 165, p.1)

IX. Newsletter

1. The Landlord provides Tenants with a service consisting in sending e-mails containing information about the premises as well as current promotions.
2. Subscription to the newsletter takes place via:
 - completing and sending the registration form,
 - marking the appropriate provision in the ordering process
3. The Tenant may unsubscribe from receiving the newsletter at any time by clicking the unsubscribe button visible in each message sent as part of the newsletter, or by sending such a request to the Lessor's address.
4. Subscription to the newsletter is voluntary and does not affect the Guests' ability to use the Landlord's services.

X. Final Provisions

1. The Landlord has the right to change the Regulations at any time. The Tenant's consent is not required to change the Regulations. Any changes to the Regulations are effective from the moment they are announced.
2. In the event of a suspected violation of the provisions of these Regulations or a suspicion of committing an offense or crime, the Landlord has the right to enter the Mielno House at any time.
3. In the above cases, the Landlord is entitled to immediately terminate the Lease Agreement and retain the agreed Remuneration.
4. The Tenant consents to the processing of personal data for purposes related to reservation and inclusion in the Landlord's database.
5. All promotional materials are for information purposes and do not constitute an offer within the meaning of the Civil Code. The provisions of these Regulations are binding.
6. The Landlord reserves the right to introduce and cancel offers, promotions, and to change prices, without prejudice to the rights acquired by the Tenants, in particular the terms of contracts concluded before the change was made.
7. The Regulations enter into force on the day of their publication.

XI. Additional information

1. Construction works are being carried out on the neighboring plot. They may last until the end of 2024. The work is carried out independently of the Lessor. The tenant is not entitled to compensation for inconvenience related to the above. works.