

## FACILITY REGULATIONS

### I. General provisions

These Regulations have been drawn up by Dobry Hotel Spółka z ograniczoną odpowiedzialnością sp.k., ul. Falista 7, 81-331 Gdynia, NIP: 5851455878 (hereinafter: "Service Provider"), sets out the rules for the operation of the facility and accommodation in the facility, the rules for booking and the rules for providing services electronically through the Website operated at [www.n33apartments.pl](http://www.n33apartments.pl). The Service Provider is the operator of the facility.

### II. Definitions

1. Guest – a natural person with full capacity to perform legal acts or a legal person who uses the Services provided by the Service Provider in accordance with the provisions of the Regulations.
2. Services – any of the services provided in accordance with the Regulations, including, in particular, accommodation services provided at the facility and services provided electronically on the Website.
3. Service – a website that allows online booking using the Booking System.

### III. Type and scope of offered and provided Services

1. There are no permanent reception or service staff on site.
2. The Guest and the Service Provider are obliged to comply with the provisions of these Regulations from the moment they start using the Services provided by the Service Provider. The delivery of the Services and the Guest's stay at the facility shall take place in accordance with the Regulations.
3. The Service Provider provides accommodation services in accordance with the Act of 29 August 1997 on travel services. The services include in particular:
  - room rental
4. The possibility to book the accommodation is available through the Reservation System – an interactive form provided by third parties through the service, which allows you to book the accommodation in the facility available in the System. It is not possible to make a booking on-site or by any means other than those indicated above.
5. Payments – the service provides the Guest with the option to pay for the booking of accommodation online through a partnership with FirstData.
6. The Service Provider accepts the following payment cards:
  - for online payments: VISA, VISA Electron, MasterCard, Maestro, MasterCard Electronic, American Express.
7. As part of the facility's operation, the Service Provider provides, in particular:
  - the Guest's stay at the facility, including respect for the Guest's personal data in accordance with Article 6(1)(b) of the GDPR (understood as 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), i.e. the processing is necessary for the performance of the contract to which you are a party;

- cleaning of the room after the Guest's departure and removal of faults during the Guest's absence, and during the Guest's presence only if the Guest expresses such a wish – in the case of cleaning on request, an additional fee of PLN 150 applies;
- technically efficient service; in the event of faults that cannot be repaired, the facility will endeavour to alleviate the resulting inconvenience as far as possible; in the event of damage being repaired, the Guest waives claims and rights to compensation.

#### **IV. Regulations for the operation of the facility**

1. The room in the facility is rented by the day. Check-in begins at 16:00 on the day of arrival and ends at 10:00 on the day of departure.
2. At the Guest's request and to the best of their ability, the property may extend the stay for an additional fee. Extending the stay involves receiving and using a new entry code. The code obtained at the time of the first booking expires at the end of the original booking period.
3. Guest's request to extend their stay or check-out time should be notified by e-mail to [info@n33apartments.pl](mailto:info@n33apartments.pl) by 9:00 a.m. on the day of the original departure. The facility will take into account the request to extend the stay as far as possible.
4. Leaving the facility must take place no later than 10 a.m. on the day the stay ends.
5. Missing a date or time to leave the room means deactivating the code that allows the door to be opened.
6. If a guest's belongings are left in the room, and the front door needs to be opened after check-out, it is necessary to contact the staff at 536 257 525 to obtain an emergency code to open the door.
7. An additional fee of PLN 100 may be charged for generating an emergency door-opening code after the end of the stay (more than 30 minutes).
8. Before leaving the room each time, close all windows, switch off electrical/electronic devices and turn off taps. Failure to do so may result in a surcharge up to the amount of the losses incurred by the facility.
9. In the event that the Guest does not leave the room after the end of a stay, the Service Provider reserves the right to have the Guest's belongings packed by a committee of at least two representatives of the facility, one of whom must be the Director or Manager of the facility. The belongings packed in this way will be placed in the facility's depository and will be available for collection upon request at 536 257 525.
10. Items left in the room after the Guest's departure will be returned to the address indicated by the Guest – at the Guest's expense. In the absence of such an address, the facility will store the left items for a period of 3 months.
11. The Guest may not transfer the room to any other person without prior registration of a third party, even if the period for which the Guest has paid the fee has not expired.

12. Persons not checked in at the facility may stay in the room only between 6:00 and 22:00.

13. Upon checking in at the facility, the Guest should familiarise themselves with the room furnishings and keep them intact; in the event of noticing any damage, the Guest should immediately notify the facility staff at 536 257 525. In the event that the facility staff fails to inform the Guest and finds any faults, the Guest will be held financially responsible for the damage.

14. The Guest is liable for damage caused by themselves, persons for whom they are responsible and their visitors. In the event of damage to the Guest's room on the day of his departure, the facility has the right to charge the Guest's payment card up to the amount of the damage caused.

15. The facility is not responsible for valuables left unattended by Guests.

16. Quiet hours from 22:00 to 6:00 are mandatory at the facility.

17. The behaviour of Guests and persons using the facility's services should not disturb the peaceful stay of other Guests. The facility may refuse to provide further services to a person who violates this rule.

18. Smoking is strictly prohibited in the facility. In the event of a breach of the ban, the Guest will be charged a contractual penalty in the amount of PLN 1,000 for each stated breach of the ban, and will also be obliged to cover the costs of an unjustified call to the services automatically notified by the fire protection system.

19. Each time the Guest leaves the room, they are obliged to properly secure it so that access by third parties is not possible. During the Guest's absence from the room, windows and doors must remain closed.

20. In case of fire, if possible, notify the facility staff at 536 257 525. and head for the exit according to the instructions indicating the direction of evacuation.

21. For fire safety reasons, it is forbidden to use devices in the rooms that are not part of the equipment of the room (such as a heater, electric stove, etc.).

## **V. Booking accommodation**

1. It is available via:

- the booking system;
- e-mail.

2. In order to make a reservation, it is necessary to accept the Regulations, provide personal data necessary for the performance of services (such as: name and surname, address of residence, date of stay, indicating the method of payment) and pay in full the cost of the stay. The Guest is obliged to provide only complete and correct data. The Guest acknowledges and agrees that it is prohibited to provide unlawful content to the Website and the Service Provider.

3. In the case of making a reservation through the Reservation System, in addition to the conditions indicated in paragraph 2, it is necessary to confirm the reservation by pressing the "I book and pay" button and make payment through the FirstData system.
4. During the booking, the Service Provider informs about:
  - the main details of the reservation, consistent with the content of the data provided by the Guest, and the price of services;
  - the Service Provider's identifying information;
  - no right of withdrawal by the Guest who is a consumer within the meaning of Article 22[1] of the Civil Code from the contract for the provision of hotel services pursuant to Article 38(12) of the Act of 30 May 2014 on Consumer Rights.
5. Once a booking has been made via the Booking System or by e-mail, the Service Provider will send the Guest a confirmation of the booking along with the information referred to in paragraph 4 above to the e-mail address indicated by the Guest.

#### **VI. Cancellation of booking**

1. Cancellation of a reservation made by a Guest should be made in accordance with the terms and conditions of the offer.
2. Cancellation of a reservation made by a Guest should be made in accordance with the terms and conditions of the offer. In case of cancellation after the deadline referred to in paragraph 1 or non-appearance of the Guest in the facility on the declared date of commencement of the booked stay, the Guest shall be obliged to pay 100% of the value of the reservation, unless the reservation has been made within the framework of an offer, the regulations of which provide otherwise.
3. In the case of a correctly made cancellation, the Service Provider shall immediately, no later than within 14 days from the date of cancellation, refund the payment made by the Guest after deduction of the reservation fee if this was provided for in the terms and conditions of the offer on the basis of which the booking was made.

#### **VII. Service Provider's liability**

1. The Service Provider shall not be liable for non-performance or improper performance of its obligations under the Regulations caused by circumstances beyond the Service Provider's control despite the exercise of due diligence.
2. The Service Provider shall also not be liable for damages resulting from the suspension or discontinuation of the Services by the Service Provider.
3. Furthermore, the Service Provider shall not be liable for damages, including lost profits, incurred as a result of Guests using the Services in a manner contrary to the Regulations or the law.
4. The limitations of liability do not apply to a Guest who is a consumer within the meaning of Article 22[1] of the Civil Code.

### **VIII. Service Provider's intellectual property**

1. Information resources and all other content of the Website, such as texts, graphics, logos, buttons, and images, are the intellectual property of the Service Provider or entities with which the Service Provider has entered into appropriate agreements and are protected by Polish and international regulations on the protection of intellectual property, in particular by the provisions of the Act of 4 February 1994 on Copyright and Related Rights.
2. It is forbidden, without the consent of the Service Provider, to copy, reproduce or otherwise use in whole or in part the information, data or other content available on or from the Website, with the exception of cases of permitted use resulting from generally applicable laws.

### **IX. Complaints**

1. The Guest has the right to lodge a complaint relating to the operation of the Website and the performance of the Services by the Provider not in accordance with the terms and conditions set out in the Regulations.
2. All complaints, including the Guest's details, i.e. name and surname, together with an e-mail address and a brief description of the objections raised, should be submitted via the contact address available on the main page of the Website under the "Contact" tab or in writing to the Service Provider's address.
3. The Service Provider shall consider the complaint within 14 days from the date of receipt. If the complaint relates to electronically provided services and cannot be resolved within 14 days, the Service Provider will notify the Guest of the reasons for the delay and the expected timeframe for resolving the complaint.

### **X. Contact**

1. The facility has no permanent on-site staff.
2. Contact us only electronically at [info@n33partments.pl](mailto:info@n33partments.pl) and by telephone at 536 257 525.
3. Telephone contact is possible on working days from 9 a.m. to 6 p.m.
4. In purely emergency situations, telephone contact is also possible outside these hours.

### **XI. Final provisions**

1. The content of the Regulations is subject to change. The Guest will be informed of any amendments through a notice on the Service Provider's Website. The effective date of the amendments will not be less than 14 days from the date of their announcement.
2. The settlement of any disputes arising between the Service Provider and the Guest, who is not a consumer within the meaning of Article 22[1] of the Civil Code, shall be submitted to the court having jurisdiction over the Service Provider's registered office.