

BOOKING AND RENTAL TERMS AND CONDITIONS - APARTAMENTY DORA

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I. General provisions

1. These Terms and Conditions set out the rules for booking and short-term rental of the Apartments available via the apartamentydora.pl website.
2. Before making a booking, the Customer is obliged to read these Terms and Conditions.
3. Making a booking constitutes acceptance of the Terms and Conditions.
4. The Lessors are:
 - a) TYRCHAN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in ĆMACHOWO no. 90, 64-510, Wielkopolska, entered in the register of entrepreneurs of the National Court Register (KRS) under number 0000956017, NIP: 7872138612, REGON: 521306721, registry court: DISTRICT COURT POZNAŃ - NOWE MIASTO I WILDA IN POZNAŃ, 9TH COMMERCIAL DIVISION OF THE NATIONAL COURT REGISTER,
 - b) Private rental (hereinafter: the Private Lessor).
5. Information about the Lessor relevant to a given booking is indicated each time in the offer and the booking confirmation.
6. A Customer who is a consumer concludes a distance contract.
7. Pursuant to Article 38(12) of the Consumer Rights Act, the right of withdrawal does not apply to accommodation services provided on a specified date.

II. Conclusion of the contract

1. The rental contract is concluded upon confirmation of the booking by the Lessor.
2. A condition for an effective booking is the completion of payment.
3. Lack of payment results in automatic cancellation of the booking.

III. Payments

1. The Customer is obliged to pay 100% of the price of the stay.
2. The price includes all mandatory taxes, unless expressly stated otherwise.
3. The transaction currency is the Polish zloty (PLN). All prices given on apartamentydora.pl are expressed in PLN. In the case of payment with a card issued in another currency, the amount is converted at the exchange rate applied by the Customer's bank or card issuer, over which the Lessor has no influence.
4. Information about additional charges is provided before the booking is made.

5. The sales document is issued in accordance with the applicable tax law.
6. Providing invoice details (including Tax ID/NIP) after payment has been made may make it impossible to issue an invoice – in accordance with tax regulations.

IV. Changes and cancellation

1. The Customer may change the dates of the stay up to 14 days before arrival, subject to availability.
2. In the event of cancellation or no-show, the Lessor may retain a payment in the amount corresponding to the damage actually incurred and lost benefits.
3. At the Customer's request, the Lessor shall provide justification for the retained amount.
4. In the event of non-performance of the contract by the Lessor, the Customer is entitled to:
 - a) a refund of the entire payment, or
 - b) an alternative date or property of comparable standard.
5. In the event of force majeure, either party may withdraw from the contract without incurring liability, with the obligation to refund payments.
6. A refund in the event of acceptance of the Customer's complaint or withdrawal from the contract by the Lessor shall be made within 14 days of the date the complaint is accepted or the contract is terminated. The refund is made using the same payment method that the Customer used when making the booking, unless the Customer expressly agrees to another form of refund – in any case the Customer does not incur any fees in this respect. If a refund using the same method is impossible (e.g. card expiry), the Lessor shall make the refund by bank transfer to the account indicated by the Customer. In the case of partial acceptance of a complaint, the amount corresponding to the accepted part of the claim is refunded.

V. Rights and obligations of the parties

1. The Customer is obliged to provide true data.
2. The Customer is obliged to use the Apartment in accordance with its intended purpose.
3. The Customer is liable for persons staying with or visiting them.
4. The Lessor undertakes to make available premises consistent with the offer.

VI. Rules of stay

1. The rental day runs from 16:00 to 11:00.
2. The Customer is obliged to observe quiet hours (22:00–06:00).
3. The Customer is obliged to secure the premises when leaving.
4. Any faults should be reported immediately upon being noticed.

5. It is prohibited to:
- a) organise parties,
 - b) smoke tobacco,
 - c) use dangerous devices,
 - d) take actions that disturb order or safety,
 - e) fry fish and other dishes that cause intense and hard-to-remove odours in the Apartment,
 - f) keep animals in the Apartment without the prior consent of the Lessor.
6. Violation of the above rules may result in termination of the contract, with settlement made in proportion to the degree of violation and the damage incurred, including the costs of restoring the premises to their original condition (e.g. ozonation, additional cleaning).

VII. Liability

1. The Lessor is liable for non-performance or improper performance of the contract in accordance with the provisions of the Civil Code.
2. The exclusion of liability does not apply to damage caused intentionally.
3. The Lessor is not liable for:
 - a) independent events (force majeure),
 - b) the actions of third parties,
 - c) interruptions in the supply of utilities beyond its control,
— provided that they do not prevent the use of the premises in accordance with their intended purpose.
4. In the event of significant non-conformities of the service, the Customer is entitled to a price reduction or compensation.

VIII. Complaints

1. Complaints may be submitted in the form of:
 - a) e-mail,
 - b) in writing,
 - c) by telephone.
2. Complaints should be directed to the Customer service unit:
 - e-mail address: **biuro@apartamentydora.pl**,
 - telephone number: **+48 600 306 760 or +48 602 657 460**,
 - correspondence address: TYRCHAN Sp. z o.o., Ćmachowo 90, 64-510.
3. A complaint should contain a description of the problem and the Customer's request, as well as data identifying the Customer and the booking (booking number, dates of stay).
4. Complaints are processed within 14 days.

5. Failure to respond within the deadline means the complaint is accepted.
6. A consumer may use out-of-court dispute resolution methods (ADR) and the EU ODR platform.

IX. Personal data (GDPR)

1. The controller of personal data is the Lessor indicated in the booking, as applicable.
2. Data is processed on the basis of:
 - a) Article 6(1)(b) GDPR (performance of the contract),
 - b) Article 6(1)(c) GDPR (legal obligations).
3. Data may be transferred to entities handling payments.
4. Data is stored for the period required by law.
5. The Customer has the right to:
 - access to data,
 - rectification,
 - erasure,
 - restriction of processing,
 - lodge a complaint with the President of the Personal Data Protection Office (UODO).

X. Final provisions

1. In matters not regulated herein, Polish law applies.
2. In the event of disputes, the court competent under general provisions has jurisdiction.
3. These Terms and Conditions do not exclude or limit consumer rights arising from the law.
4. These Terms and Conditions are effective from the date of publication.