



## REGULATIONS

### Part A – preliminary provision General provisions

1. These **Regulations** specify:
  - a. the rules of using the services provided by RentPlanet Sp. z o. o., Plac Europejski 1, 00-844 Warsaw, entered into the register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division, National Court Register No (KRS): 0000648720, Tax Identification No (NIP): 5223076793, Statistical ID No (REGON): 365929227, share capital: PLN 1,000,000 hereinafter referred to as “**Rentplanet**”, concerning the offering and the conditions of booking apartments on the Website: <http://www.rentplanet.pl>, hereinafter referred to as “**Website**”, and also payments, complaints and responsibilities,
  - b. the rights and obligations of the Customer, hereinafter referred to as “**Guest**” and of the Service Provider – RentPlanet Sp. z o. o., Plac Europejski 1, 00-844 Warsaw, entered into the register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division, National Court Register No (KRS): 0000658841, Tax ID No (NIP): 5223081618, Statistical ID No (REGON): 366364260, share capital: PLN 5,000, hereinafter referred to as “**RentPlanet Apartments**”, concerning short-term rental of apartments offered by RentPlanet, as well as payments, complaints and responsibilities.
2. The regulations constitute an integral part of a short-term apartment rental agreement concluded through the Website with RentPlanet Apartments, hereinafter referred to as “**Agreement**”.
3. Making a reservation constitutes the acceptance of the provisions of the Regulations, the content of which the Guest may review at the website address: [https://www.rentplanet.pl/uploads/pdf/20170606\\_Regulamin.pdf](https://www.rentplanet.pl/uploads/pdf/20170606_Regulamin.pdf), and the acceptance of which is confirmed by a relevant statement in the booking form.
4. With the use of the Website, RentPlanet provides services facilitating conclusion of short-term rental agreements for rooms and apartments (hereinafter “**Apartments**”).
5. RentPlanet Apartments is obliged to deliver the ordered services and goods free from

defects.

6. The correct use of the Website requires computer equipment, or other electronic equipment with similar capabilities, compliant with the following technical requirements:
  - a. having access to the Internet,
  - b. having an installed web browser (it is recommended to have the up-to-date browser version, e.g. Internet Explorer, Google Chrome, Firefox, Safari, etc.),
  - c. having an active and correctly configured e-mail account.
7. Correspondence with RentPlanet may be directed by e-mail to the e-mail address [biuro@rentplanet.pl](mailto:biuro@rentplanet.pl).
8. Phone contact with RentPlanet is possible at the following number: +48 665 500 282.
9. The Guest is obliged to follow these Regulations and make timely payments arising from the concluded Agreements.
10. The rights and obligations of the parties concerning the protection of personal data and the information about cookies are regulated by the Privacy Policy, which constitutes an integral part of these Regulations.

### **Agreement provisions**

11. The subject matter of the Agreement is short-term rental of an apartment offered through the Website or other web portals and all the mutual rights and obligations of the Guests and RentPlanet Apartments arising from the Agreement.
12. RentPlanet Apartments is obliged to provide guests with premises in accordance with the description contained on the Website or other websites when concluding the Agreement and on dates specified in the reservation, and the Guest is obliged to pay the price indicated during the booking process. Depending on the choice of the Website or other internet portals, the price for the stay may or may not include the price for the guest's stay (including cleaning), however, each time the Service or other Internet portal components of the final price are clearly indicated and include all amounts due resulting from the concluded Agreement.
13. Making a reservation by the Guest through the Website or other web portals constitutes the acceptance of these Regulations and the conclusion of the Agreement.



**Part B – reservations**  
**Reservations and rules of**  
**payment**

1. With the use of the Website, the Guest is able to make reservations of Apartments for short-term stays, at prices and on dates specified on the Website or another web portal.
2. In the booking process, the Guest selects the Apartment using the Website or another web portal, and then books the Apartment by completing a virtual booking form available on the Website or another web portal.
3. The Guest makes the reservation by specifying a precise starting date of the stay and a specific end date of the stay, under the offer concluded on the Website or other web portals. The stay is calculated in days.
4. Each of the offered Apartments is intended to be used by a number of persons specified in the Apartment's offer and the virtual booking form at maximum.
5. The number of persons intended to stay in the Apartment is indicated by the Guest during the booking process in the virtual booking form. This number must not exceed the maximum number intended for a given Apartment. A stay of a higher number of persons than indicated in the booking form, and lower than the maximum number intended for a given Apartment, must be agreed directly with RentPlanet before the start of the stay and may result in the increase in the price of the stay or a reservation refusal.
6. During the booking process, the Guest is obliged to provide information which is necessary to book the Apartment (in particular, full name, address of residence, contact phone number, e-mail address), and at the same time declare the accuracy thereof.
7. During the booking process, the Guest is obliged to pay by transfer or by on-line payment (e.g. by eCard), on conditions specified in the virtual booking form, to the bank account specified in the virtual booking form, the reservation fee amount ranging from 30% to 100% of the price of the stay, depending on the selection of the offer and the Apartment. The payment of the reservation fee is made on the date of crediting it to the bank account of RentPlanet Apartments.



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8. Upon reservation and crediting the reservation fee to the account of RentPlanet Apartments, the Guest will receive a reservation confirmation from RentPlanet to the specified e-mail address. The reservation confirmation contains booking acceptance, offer summary, price of the stay, payment status, acceptance of the Regulations' provisions, and booking date.
9. Lack of payment, referred to in Part B clause 7 above, within 3 days from the date of the reservation, creates the right of withdrawal from the Agreement for RentPlanet Apartments, without the need to specify an additional date for service provision.
10. If the Guest has paid the price for the stay by transfer on the date directly preceding the start of the stay, then, at the request of RentPlanet or RentPlanet Apartments, the Guest is obliged to produce, in any form (including a printout, .pdf) and in any storage medium (including paper, smartphone, laptop), a confirmation of the transfer to RentPlanet Apartments.
11. Payment of the reservation fee takes place on the date of crediting it to the bank account of RentPlanet Apartments.
12. A successful booking constitutes the conclusion of the Agreement and constitutes a rental agreement for a limited period of time.
13. The condition for making a reservation is accepting these Regulations, including the conditions of use of the Apartments (part C). The condition for making a reservation may also be the acceptance of additional rules concerning a specific Apartment, presented to the Guest when making the reservation on the Website or another web portal.
14. The price does not include insurance.  
The agreements concluded through the Website constitute accommodation services provision agreements exclusively, other than those for residential purposes. Pursuant to Article 38 clause 12 of the Consumer Rights Act (Journal of Laws of 2014, item 827, as amended), in respect of such agreements, the consumer does not have the right to withdraw from the agreement within 14 days.

### **Making reservations by minors**

15. Reservations by minors and stay of minors who are at least 13 years old and below 18 years old are possible on conditions specified in the Regulations, exclusively upon a written



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consent of a guardian or a legal representative, sent by scan to the RentPlanet's electronic address within 3 days from the date of making a reservation by a minor. If the consent of a guardian or a legal representative is not sent to RentPlanet by the date specified in the preceding sentence, RentPlanet gives a deadline of 1 day for the guardian or the legal representative to confirm the reservation (give consent), referred to above. If the consent in question is not sent to RentPlanet, the reservation is automatically cancelled.

16. If the booking form is completed inaccurately in reference to the Guest's age and it is stated by RentPlanet Apartments on the check-in date that the Guest is a minor, RentPlanet Apartments will send an immediate enquiry to the guardians or legal representatives, if they confirm or not the conclusion of this Agreement by the Guest, giving them the time of 3 hours to send the information. Otherwise, the reservation will be cancelled after the lapse of this time.
17. The responsibility for the obligations contained in the Regulations (including that for the damages in the Apartment) lies in such a case with the guardian or the legal representative of the minor.

### **Reservation cancellation**

18. RentPlanet Apartments and the Guests have the right to withdraw from the Agreement within 3 days from the date of the occurrence of Force Majeure, understood as any external phenomenon, inevitable, which could not be predicted or opposed to, in particular a factual, legal or administrative phenomenon, which in spite of giving one's best efforts could not be predicted, e.g. a flood, a hurricane, an earth quake, a storm, a snowstorm, a war, an uprising, a revolution, riots.  
  
Force Majeure cannot be understood as: an illness, a car accident, cancelled holiday, lack of documents authorising to cross the border, family and personal affairs, etc. The Guests are entitled to get a refund of all the paid reservation fees.
19. The Guest has the right to withdraw from the Agreement on any reason, after receiving the reservation confirmation from RentPlanet by electronic means, on principles specified in the booking terms and conditions and reservation cancellation conditions of a given Apartment. As a consequence of a reservation cancellation, the Guest will receive from RentPlanet a



confirmation of the reservation cancellation of a given Apartment to the specified e-mail address, and up to 100% of the paid reservation fee, pursuant to the booking terms and conditions, to the account from which RentPlanet Apartments received the payment of the reservation fee, the Guest is obliged to confirm the account number. For certain Apartments, the Guest may be obliged to cover the costs of the stay cancellation up to the amount constituting an actual loss of RentPlanet Apartments arising from the Guest's cancellation of the stay. The information on the amount of the stay cancellation costs and, thus, reservation cancellation is included in the booking terms and conditions of a given Apartment and in the virtual booking form.

20. Changing a reservation date or changing an Apartment selected during the booking process is possible only through the Website or other web portals, depending on the availability of a given Apartment.
21. If RentPlanet Apartments, for reasons beyond its control, is forced to amend important conditions of the Agreement before the start of the Guest's stay, in particular change the booked Apartment or the reservation date, RentPlanet Apartment immediately notifies the Guest about it, and the Guest should immediately inform RentPlanet, if:
  - a. the Guest accepts the proposed amendment of the Agreement, or
  - b. the Guest withdraws from the Agreement, which is connected with an immediate refund of all the paid fees to the Guest.
22. RentPlanet Apartments charges the Guests with a refundable deposit for the coverage of any damages in the Apartment. The amount of the refundable deposit is up to PLN 1,000 and depends on the selected Apartment and the length of the stay. The information on the refundable deposit's amount is specified in the offer of a given Apartment. The refundable deposit is charged in cash or by blocking the money on the credit card of the Guest. If the cash payment is selected, RentPlanet Apartments issues a refundable deposit receipt confirmation to the Guests, and if the credit card is charged, RentPlanet issues an authorization confirmation.
23. The deposit, referred to in Part B clause 22 above, is refunded to the Guests on the check-out date, if a RentPlanet representative, who performs the inspection of the Apartment, is present when collecting the Apartment, and the Guest. If the Apartment is returned in the



absence of a RentPlanet Apartment's representative, the deposit will be refunded to the Guests within 3 days from the check-out date by removing the credit card block, or by transfer.

24. If RentPlanet Apartments finds damages in the Apartment, which were not recorded at the check-in, a sum of a repair of the damages will be deducted from the Guests' deposit. If the deposit amount will be insufficient to cover the damages referred to in the preceding sentence, the Guest is obliged to cover the difference between the damages value and the amount of the paid deposit. The above does not prevent RentPlanet Apartments from seeking compensation on general principles of law.
25. RentPlanet Apartments will refund if:
  - a. Cancellation of the reservation by the Guest or no show - in this case, the whole or a part of the booking value will be refunded, depending on the booking conditions made by the intermediary portal and fees for additional services,
  - b. Recognition of complaints by RentPlanet Apartments.
26. RentPlanet Apartments refunds the amount due using the payment method used by the Guest when making the booking.
27. The Guest has the right to apply for a refund of the funds collected for unused stay (in accordance with the terms of the booking) within 14 days after the cancellation of the service or the acceptance of the complaint by RentPlanet Apartments.
28. If a VAT invoice is issued, RentPlanet Apartments will inform the customer about the planned refund by electronic mail sent to the address provided by the Guest when making the booking. Guests have 14 days to accept the conditions. Upon receipt of the acceptance, RentPlanet Apartments will immediately refund the amount due and will send a correcting invoice to the address provided by the Guest.

## **C. Rules of Use of the Apartments**

### **Terms and conditions of stay**

1. A stay in the Apartment starts no sooner than at 4:00 p.m. of the first day set out in the Agreement. A RentPlanet Apartments representative is not obliged to hand over the keys before 4:00 p.m.



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2. A stay in the Apartment ends at 12:00 noon on the last day of the stay. The Guest is obliged to empty the Apartment from the Guest's items by that time, vacate the Apartment, and return the keys.
3. On the first day of the stay, the Apartment is handed over at a time pre-agreed by RentPlanet Apartments with the Guest, however no sooner than at 4:00 p.m. The Guests are given the Apartment keys and the Apartment is presented to them. RentPlanet and RentPlanet Apartments are not responsible towards the Guests for any delays in the hand-over of the Apartment caused by a failure to notify about a late arrival time by the Guest.
4. Vacating the Apartment after 12:00 noon on the last day of the stay is possible only after previously agreeing it with RentPlanet and obtaining consent from RentPlanet. RentPlanet Apartments will charge the Guest with a fee in the amount of PLN 50. Nevertheless, vacating the Apartment in any case must happen at the latest by 4:00 p.m. on the last day of the stay. If the Guest vacates the Apartment after 12:00 noon of the last day of the stay, without the consent of RentPlanet Apartments, RentPlanet Apartments will charge the Guest with a fee which amounts to the price for 1 day of the Apartment's rental, which corresponds to the price for another day.
5. Quiet hours in the Apartment are from 10:00 p.m. – 6:00 a.m.
6. The Guest may check in before 2:00 p.m. or after 8:00 p.m., if he/she previously informs about it and gets consent from RentPlanet Apartments. RentPlanet Apartments will charge the Guest with a fee in the amount of PLN 50.
7. Non-arrival of the Guest by 8:00 p.m. on the arrival day constitutes a cancellation of the stay, if the Guest failed to inform RentPlanet beforehand, and constitutes a possibility to rent the room to another Guest.
8. Persons who are not declared upon making the reservation may remain in the Apartment between 7:00 a.m. – 10:00 p.m. If non-declared persons remain in the Apartment outside those hours, it will be treated as a breach of the conditions of the Agreement, unless the amount of the rental payment was not dependant on the number of accommodated persons.
9. On the day of the check-in and the handover of the keys to the Apartment, RentPlanet Apartments is entitled to request the Guest to produce a valid identification document in order to record the personal data of the Guest. If the Guest refuses to produce a valid





identification document, a RentPlanet Apartment representative has the right and obligation to refuse to hand over the key to the Apartment.

10. The Guest is obliged to use the Apartment in a manner which is compliant with its intended use, the provisions of the Regulations, and the principles of community life, in particular in a manner that does not disturb third persons, including persons residing in the neighbouring Apartments.
11. RentPlanet Apartments has the right to terminate the Agreement with immediate effect, if the Guest, the persons remaining in the Apartment, or an animal, should behave in an aggressive way or in a manner disturbing third persons, including persons residing in the neighbouring Apartments.
12. If RentPlanet Apartments becomes aware of the information set out in Part C clause 10 above, RentPlanet Apartments is entitled to call the competent public services to the Apartment in order to investigate the circumstances that occurred in the Apartment. RentPlanet reserves the right to charge a financial penalty of PLN 500 from the guest if the police or municipal police are called to the Apartment as a result of the Guest's behaviour. Any additional costs arising from the calling of the competent services are born by the Guest.
13. In the Apartments and common areas of buildings offered by RentPlanet, where the Apartments are located, i.e. a staircase and a lift, there is a total ban on smoking, in particular tobacco products. This prohibition does not apply to smoking in an adapted fireplace, according to its purpose, if the apartment has such a fireplace.
14. The Guest and persons who stay with him in the Apartment are obliged to follow fire instructions posted in the Apartment or in the building. Due to fire safety, it is forbidden to use in the rooms heaters, electric irons and other similar devices that do not constitute the Apartment's equipment.
15. In the event of violation of the prohibition set out in Part C, point 13 and point 14 above, RentPlanet Apartments imposes a fee of 200 PLN on the Guest, which does not limit the possibility of claiming damages on general terms.
16. The Guest is obliged to take care of the Apartment with due diligence, in particular he is obliged to close the Apartment's entrance door during his absence, as well as to not take out items that are outside the apartment's Apartment.



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17. RentPlanet reserves the right to charge a financial penalty from PLN 200 to PLN 500 for each place, leaving the apartment far away from the state in which the guest found the apartment at the time of check-in, e.g. a flooded and sticky floor, scattered garbage, dirty walls and furniture, vomit, faeces or traces of blood, and for littering, soiling, damage and leaving cigarette butts in the common parts belonging to buildings, where the apartments are located.
18. All faults present in the Suite, the Guest is obliged to report immediately to RentPlanet.
19. RentPlanet Apartments should give the Guests the apartment in a condition suitable for the agreed use and keep it in this condition for the duration of the lease. The visitor should return the Apartment in a non-deteriorated condition and keep it in this condition for the duration of the lease. Small costs connected with the usual use of the Apartment are charged to RentPlanet Apartments.

### **Responsibility and complaints**

20. RentPlanet Apartments is responsible for the failure to perform the Agreement or improper performance of the Agreement, unless the failure to perform or the improper performance is caused exclusively by the act or omission of the Guest.
21. The Guest is responsible for any damages in the Apartment, in particular in its fittings and furnishings, and fixtures, caused by the Guest's act/omission or the act/omission of persons remaining in the Apartment during the Guest's stay, or of animals, which he/she informs RentPlanet about within 1 day from the damage occurrence.
22. The Guest is not responsible for damages which occur as a result of a Force Majeure.
23. If it is stated that the provision of services is contrary to the Agreement, any complaints should be provided by the Guest to RentPlanet in writing or in electronic form no later than within 7 days from the date on which the stay ended.
24. RentPlanet investigates the complaint within 14 days from the receipt thereof, which the Guest is informed about in the same written or electronic form.
25. If the complaint is rejected, RentPlanet is obliged to provide a detailed justification in writing or in electronic form of the rejection reasons.
26. Personal items left behind in the Apartment by the Guest, will be shipped, at the Guest's



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request, to the address specified by the Guest. If no instruction of shipment is received, RentPlanet undertakes to store the items left behind by the Guest for a period of 3 months from the check-out date. Such items will be subsequently destroyed by a commission, handed over for disposal or given away for charitable purposes or for public use.

### **Animals**

27. In principle, RentPlanet Apartments does not give consent to the stay of animals in the Apartments.
28. A Guest who intends to stay in the Apartment with an animal is obliged to, prior to making a reservation, request an individual consent from RentPlanet for the stay of animals in the Apartment, specifying a specific Apartment and dates of the stay.
29. RentPlanet will immediately reply to the Guest in respect of the possibility of the Guest's stay with an animal by electronic means.
30. If RentPlanet consents to the stay in the Apartment with an animal, RentPlanet will charge the Guest with a price for the animal's stay in the Apartment in the amount of PLN 50 per day.

### **Part D. Final provisions**

1. For the transactions and Agreements concluded through the Website, the Regulations' version which is in force upon the transaction execution or Agreement conclusion applies.
2. The Guest accepts and consents to the sending of invoices in electronic form with the use of electronic mail.
3. These Regulations come into force on the date of their publishing on the Website.
4. A violation of these Regulations constitutes a basis for terminating the Apartment rental Agreement with immediate effect.
5. Governing law for matters concerning these Regulations is the law of Poland.
6. Provisions of the Civil Code shall apply to the extent not provided for herein.
7. The Guest represents that the Guest has been informed of the content of Article 38 clause 12 of the Consumer Rights Act of 2014, pursuant to which in the case of accommodation services provision agreements, other than those for residential purposes, the consumer does



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not have the right to withdraw from a remote agreement, which right is provided for in Article 27 thereof.

8. The Guest consents, within the meaning of Article 23 section 1 clause 1 and 3 in conjunction with Article 7 clause 5 of the Act of 29 August 1997 on the Protection of Personal Data, to the processing, updating, sharing and storing of the Guest's personal data for the purpose of performing the Agreement.
9. Any disputes between RentPlanet as well as RentPlanet Apartments and the Guest will be settled pursuant to the Polish law by the court of competent jurisdiction in Poland.