



## 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 2,030,500 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 rental of apartments offered by RentPlanet, as well as payments, complaints and responsibilities.
2. The regulations constitute an integral part of an 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/Regulamin\\_EN.pdf](https://www.rentplanet.pl/uploads/pdf/Regulamin_EN.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 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 22 113 45 18.
  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, available on <http://www.rentplanet.pl>.

### **Agreement provisions**

11. The subject matter of the Agreement is 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 consistent with the description contained on the Website or other web portals when concluding the Agreement and within the dates specified in the reservation, and the Guest is obliged to pay the price indicated during the booking process and to observe the rules of using the premises and the common parts of the building and adjacent green areas. Depending on the choice of the Website's guest or other internet portals, the price for the stay may or may not include the price for servicing the Guest's stay (including cleaning), however, each time on the Website or other website the components of the final price are clearly indicated and include all amounts due arising 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.



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**Part B – reservations**

**Reservation and rules of  
payment**

1. With the use of the Website, the Guest is able to make reservations of Apartments 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.
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. In a situation where the Guest has paid via bank transfer the price of the stay on the day immediately before the start of the stay, at the request of RentPlanet or RentPlanet Apartments, he is obliged to present it in any form (including printout, .pdf) and on any medium (including paper, smartphone, laptop) confirmation of the transfer to RentPlanet Apartments. RentPlanet may not accept the submitted transfer confirmation in the event of any suspicion of its veracity.
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 of making a reservation is the acceptance of these Regulations, including the conditions for the use of the Apartments and the common parts of the building and adjacent areas (part C). The condition of making a reservation may also be the acceptance of additional rules regarding a specific Apartment, presented to the Guest when making a reservation on the Website or on another Internet portal.
14. The price does not include insurance.
15. 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.
16. In connection with tax regulations resulting from the Act of 4 July 2019 amending the Act on tax on goods and services and some other acts, and in accordance with art. 1 point 21 and 24, a new obligation was imposed on the recipient of the service (Guest). At the time of recording the sale by the service provider (RentPlanet Apartments), the recipient (Guest) is required to specify whether he acts as a consumer (receives a receipt) or as an



entrepreneur (receives a receipt with a tax identification number or a sales invoice). The purchaser of the service (Guest) is obliged to notify the service provider (RentPlanet Apartments) at the time of the contract of the need to settle the sale as an entrepreneur and the need to issue a sales invoice. If this information is not provided in a timely manner, the sale will be recorded at the cash register. After registering the sale in accordance with the information available during the contract, it is not possible to change the fiscal document at a later date.

### **Making reservations by minors**

17. 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 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. In this case, the payment for the reservation is not returned by RentPlanet.
18. 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. In this case, the payment for the reservation is not returned by RentPlanet.
19. Liability for the obligations contained in the Regulations (including damages in the Apartment, in the common areas of the building and adjacent areas), in this case shall be borne by the guardian or legal representative of the minor.

### **Reservation cancellation**

20. 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 flight or train, 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.

21. 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.
22. 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.
23. 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.



24. 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 2,000 and depends on the selected Apartment, number of Guests 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/debit 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 a pre-authorization confirmation.
25. The deposit, referred to in Part B clause 24 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 7 days from the check-out date by removing the credit/debit card block, or by transfer.
26. If RentPlanet Apartments finds damage in the Apartment, common parts of the building or adjacent areas, which were not noted at check-in, the amount of the cost of repairing the damage will be deducted from the deposit. In the event that the amount of the deposit is not sufficient to cover the damage referred to in the previous sentence, the Guest is obliged immediately, but no longer than within 3 days from the date of check-out, to cover the difference between the amount of damage and the amount of the deposit paid. The above does not prevent RentPlanet Apartments from seeking compensation on general principles.
27. RentPlanet Apartments will refund if:
  - a. Cancellation of the booking by the Guest or a no show resulting solely due to reasons of force majeure (described in point 20 of these Regulations) - in this case, all or 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.
28. RentPlanet Apartments refunds the amount due only by using the payment method used by the Guest when making the booking.
29. 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.

30. In the case of issuing a VAT invoice, RentPlanet Apartments will inform the customer about the planned refund via email sent to the address provided by the Guest during the booking process. Guests have 14 days to accept the terms. Upon receipt of acceptance, RentPlanet Apartments will immediately refund the balance and forward a correcting invoice to the address provided by the Guest.

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

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

1. The stay in the Apartment begins at the time indicated in the booking conditions of the given Apartment, on the first day specified in the Agreement. A representative of RentPlanet Apartments is not obliged to give the keys before the time indicated in the conditions of booking the given Apartment.
2. The stay in the Apartment ends at 12:00 indicated in the booking conditions of the given Apartment on the last day of stay. The Guest is obliged to empty the Apartment of his belongings, leave it and return the keys by this time.
3. On the day of the beginning of the stay, the Apartment is delivered at the time previously agreed with the Guest by RentPlanet Apartments, but not earlier than at the time indicated in the terms of booking the given Apartment.
4. Guests are issued keys to the Apartment and are acquainted with the Apartment. The method of issuing keys to guests is each time described in the booking conditions for a given Apartment. Depending on the selected Apartment, keys can be issued to Guests:
  - a. by RentPlanet Apartments at the address of the Apartment
  - b. by RentPlanet Apartments at a different address
  - c. through the lock access code, sent by e-mail or text message to the telephone number provided by the Guest at the time of booking.
5. RentPlanet and RentPlanet Apartments are not liable to Guests for any delays in the release of the Apartment due to the lack of notification of the arrival time by the Guest.
6. Leaving the Apartment after the hour indicated in the conditions of booking a given Apartment, on the last day of stay, is possible only after prior agreement with RentPlanet and obtaining





consent from RentPlanet. In this case, RentPlanet Apartments will impose an additional fee of PLN 50 on the Guest. However, leaving the apartment in any case must occur no later than 15.00 on the last day of stay. If you leave the Apartment after the hour indicated in the conditions of booking a given Apartment, on the last day of your stay, without the consent of RentPlanet Apartments, RentPlanet Apartments will impose an additional fee on the Guest in the amount of the price for one day of renting the Apartment, corresponding to the price for the next day. For additional fees referred to in this point, Guests may be charged with a returnable deposit, and if the amount of the returnable deposit does not cover the additional fees, RentPlanet Apartments has the right to unload the debit/credit card of the Guest.

7. Quiet hours in the Apartment are from 10:00 p.m. – 6:00 a.m.
8. 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 an additional fee in the amount of PLN 50.
9. Failure to appear by 20:00 on the day of arrival is tantamount to resignation if the Guest has not informed RentPlanet in advance and is tantamount to the possibility of renting the room to another Guest. In this case, the payment for the reservation is returned by RentPlanet, in accordance with the booking conditions.
10. Persons not declared as guests when making the reservation may stay in the Apartment between 7:00 and 22:00. Staying in the Apartment of unreported persons outside of the hours indicated above will be treated as a breach of the Agreement, unless the amount of payment for rent was not dependent on the number of persons accommodated. In this case, RentPlanet Apartments has the right to additionally charge the guest for the stay of unreported persons.
11. On the day of check-in and handing over the keys to the Apartment, RentPlanet Apartments is entitled to request the Guest to show his valid ID in order to write down the Guest's personal data. In the event of refusal to present a valid ID, a representative of RentPlanet Apartments has the right and obligation to refuse to issue the key to the Apartment.
12. The Guest is obliged to use the Apartment, common parts of the building and adjacent areas in a manner consistent with its intended use, the provisions of the Regulations and the rules of social coexistence, in particular in a way that does not disturb the peace of third parties, including persons residing in neighboring Apartments.



13. RentPlanet Apartments has the right to terminate the Agreement with immediate effect if the Guest, persons staying in the Apartment or animal behaves in an aggressive manner or in a way that disturbs the peace of third parties, including persons residing in neighboring Apartments or other premises on the premises building.
14. In the event of obtaining information specified in Part C point 10-13 above, RentPlanet Apartments is entitled to call the appropriate public services to the Apartment in order to investigate the circumstances of the Apartment. RentPlanet reserves the right to collect a financial penalty of PLN 500 from the Guest if, as a result of the Guest's behavior, the police or municipal police are called to the Apartment. Notwithstanding the foregoing, any additional costs arising from the call of the competent services shall be borne by the Guest.
15. In Apartments offered by RentPlanet, common parts of buildings with adjacent areas, where the Apartments are located, i.e. staircase, elevator, corridors, reception and green areas, smoking is strictly forbidden, in particular tobacco products. This ban does not apply to smoking in a fireplace adapted for this purpose, if the Apartment has a fireplace.
16. The Guest and persons who stay with him in the Apartment, common parts of the building or adjacent areas are obliged to comply with the fire instructions posted in the Apartment or in the building. Due to fire safety, it is forbidden to use heaters, electric irons and other similar devices not being part of the Apartment's equipment in the rooms.
17. In the event of a breach of the prohibition set out in Part C point 12-16 above, RentPlanet Apartments imposes a min. fee of PLN 200 on the Guest, which does not limit the possibility of seeking compensation on general principles.
18. RentPlanet reserves the right to refuse a Guest who:
  - a. does not have a valid identity card or does not want to show a document,
  - b. is under the influence of alcohol or other intoxicants,
  - c. during his previous stay grossly violated these Regulations.
19. The Guest is obliged to take care of the Apartment, common parts of the building and overdeveloped areas with due diligence, in particular he is obliged to close the entrance door of the Apartment during his absence, close the entrance door and entrance gates to the building and adjacent areas, as well as to not to take things that are equipped with the Apartment or common parts of the building out of their area..



20. RentPlanet reserves the right to collect from the Guest a financial penalty of PLN 200 to PLN 500 for each place of leaving the Apartment far different from the state in which the Guest found the Apartment, common parts of the building and adjacent areas at the time of check-in, e.g. flooded and sticky floor, scattered garbage, dirty walls and furniture, damaged furniture or furnishings, vomit, feces or traces of blood, and for littering, dirt, damage and leaving cigarette butts on the premises of the Apartment, common parts of buildings, including areas adjacent, where Apartments are located. RentPlanet also has the right to collect a financial penalty from the Guest if the Guest or unreported persons staying with the Guest commit the following acts in the Apartment, part of the common building or adjacent areas:
  - a. drinking alcohol, in particular in the common areas of the building or adjacent areas that are not designated for this purpose,
  - b. unjustified use of fire-fighting equipment,
  - c. switching off, painting, covering, disconnecting, damaging the monitoring system, intercoms or other protections.
21. All faults present in the Suite, the Guest is obliged to report immediately to RentPlanet.
22. 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**

23. RentPlanet Apartments is responsible for non-performance or improper performance of the Agreement, unless the non-performance or improper performance is caused solely by the act or omission of the Guest or undeclared persons staying with the Guest.
24. 23. The Guest is responsible for all types of damages arising in the Apartment, common parts of the building or adjacent areas, in particular in their equipment and permanent elements, caused by the Guest's action / omission or the act / omission of persons who stayed in the Apartment during the Guest's stay, or animals that RentPlanet informs about within 1 day of the damage.



25. The Guest is not responsible for damages which occur as a result of a Force Majeure.
26. 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.
27. RentPlanet investigates the complaint within 14 days from the receipt thereof, which the Guest is informed about in the same written or electronic form.
28. If the complaint is rejected, RentPlanet is obliged to provide a detailed justification in writing or in electronic form of the rejection reasons.
29. Personal items left behind in the Apartment by the Guest, will be shipped, at the Guest's 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**

30. In principle, RentPlanet Apartments does not give consent to the stay of animals in the Apartments.
31. 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.
32. RentPlanet will immediately reply to the Guest in respect of the possibility of the Guest's stay with an animal by electronic means.
33. 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 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.