

REGULATIONS FOR RENTAL OF THE BALTICON APARTMENTS OF AUGUST 5, 2021

Regulations for renting BalticON apartments:

- 1. The following terms used in these regulations mean:
 - 1) Regulations these regulations, applicable to all persons staying in the Apartment
 - 2) BalticON Renting Apartments to Guests, i.e. BALTICON sp. z o.o. with its registered office in Kołobrzeg 78-100, at ul. Muszelkowa 1E/U2, entered into the Register of Entrepreneurs kept by the District Court in Koszalin under KRS number 0000531188, NIP: 6711816383, REGON: 360101067, www.balticon.eu.
 - 3) Guest a natural person staying in the Apartment, being a client of Balticon, tenant of the Apartment or using the Apartment for other justified reasons.
 - 4) Apartment premises included in the BalticON short-term rental offer, which is managed by BalticON on the basis of separate agreements with the Owners.
 - 5) Day time, hour range in which the Apartment and accompanying services are at the disposal of Guests, commonly referred to as the hotel day. In high season it starts at 4:00 p.m. and ends at 10:00 a.m. On other days of the year, it starts at 3:00 p.m. and ends at 10:00 a.m.
 - 6) Reservation Confirmed reserved right to rent the Apartment for the specified period. The reservation is considered confirmed after paying the agreed deposit to the account (50% or 100% of the stay value, depending on the offer) within 48 hours of submitting the statement. If the payment is not received by the indicated date, the Reservation will not be made without additional information.
 - 7) High season days from June 15 to September 15 inclusive.
- 2. The Regulations define the rules for the provision of services, the scope of responsibility of the Guests and the Landlord and the rules of staying in the Apartments and the rooms belonging to them and common areas.
- 3. Making a Reservation is tantamount to reading and accepting the provisions of the Regulations. At the time of booking, a short-term rental agreement is considered concluded under the conditions set out in these Regulations.
- 4. The apartment is rented for days.

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- 5. The offer and the prices given are for information purposes only and do not constitute an offer within the meaning of Art. 66 § 1 of the Civil Code. The price must be confirmed by telephone, in via e-mail or cooperating operators (Booking.com, Airbnb.pl)
- 6. The fee indicated indicatively in the price offer on the website includes 8% tax on goods and services.
- 7. The fee indicated indicatively in the price offer on the website does not include the fee for preparing the apartment, the refundable deposit and the tourist tax.
- 8. Reservations are made by phone or by e-mail at the addresses and numbers indicated on the website www.balticon.eu.
- 9. The payment of the deposit means confirmation of the conditions of the Booking and acceptance of the regulations.
- 10. In the case of a reservation with a partial down payment, the Guest's failure to appear in the Apartment by 19:00 without informing BalticON about a later arrival is tantamount to resignation from the stay.
- 11. Check-in from 15:00 to 19:00 and check-out from 09:00 to 10:00 are free. Check-in and check-out at times other than those mentioned above requires prior consultation with BalticON. Charged for check-in after 19:00 there is a surcharge: between 19:00 and 22:00 it is PLN 100.00, between 22:00 and 24:00 it is PLN 200.00. Early check-out is free of charge, but requires consultation from BalticON.
- 12. BalticON may agree to extend the day until 15:00 for an additional fee of 50% of the price of the apartment day in the period in question. Failure to hand over the keys or prevent the Guest from checking out after 10:00 is considered as automatic extension of the day.
- 13. Guests are checked in on the day of their arrival on the basis of an identity document.
- 14. In the case of partial payment of the stay, the payment of the remaining part of the amount due (70% of the stay value) for the booked stay is made in cash, card or tourist voucher on the day of arrival at check-in or by bank transfer to the BalticON account no later than 3 days before the planned arrival.
- 15. Upon check-in, a refundable deposit of PLN 500 / EUR 100 is collected to secure any claims for damages or fees indicated in the regulations in point 15. The deposit is interest-free and is refundable after completion of the Guest's stay, at the time of returning the keys to the Apartment. If it is not possible to check the Apartment at the time of the Guest's check-out, BalticON reserves the right to check it within 3 days from the Guest's check-out and return the deposit no later than 10 days from the Guest's check-out to the Guest's bank account or credit card on which pre-authorization has been made.

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- 16. In the event of an exceptional event, accidental overbooking, failure in the Apartment or other reasons for which BalticON had no direct influence, it reserves the right to change the Apartment to another one that it has in its offer. The Apartment is changed to another Apartment of the same or higher standard.
- 17. If the Guest leaves the Apartment in a clearly deteriorated or clearly dirty condition, BalticOn has the right to charge additional fees, in particular for visible soiling of sofas, carpets, walls or a terrace, and for leaving uncollected garbage in the Apartment or another. Additional cost depends on the cost of restoring the Apartment to its proper condition.
- 18. The stay of an animal in the Apartment is possible only in selected Apartments, after prior sending a question to BalticON and a positive answer by e-mail. The above is motivated by the fact that BalticON offers apartments for allergy sufferers. The stay of an animal is associated with a surcharge of PLN 50.00/day/animal. In the case of the Guest's stay with an animal, despite the lack of acceptance by message e-mail, BalticON has the right to terminate the contract with the Guest with immediate effect, without the right to return the paid stay and add the above fee.
- 19. Guests are required to read and comply with the regulations of the estate / housing community in which the Apartment is located. It is usually available on notice boards of the buildings in which the Apartment is located. These are in particular the regulations of the Polanki / Polanki Park / Nadmorskie Tarasy housing estate, depending on the place of stay regulations available on the notice boards of apartment buildings.
- 20. The Guest may not transfer the Apartment to third parties, even if the period for which he has paid the fee for the stay has not expired.
- 21. The Apartment cannot accommodate more people than indicated in the Reservation. In the event of non-acceptance, confirmed by e-mail, of the stay increasing the number of Guests, BalticON has the right to terminate the contract with the Guest with effect immediately, without the right to return the paid stay or charge an additional fee.
- 22. In the event of departure before the expiry of the booked period for reasons beyond the control of BalticON, the payment for the stay is not refundable.
- 23. Quiet hours are valid from 22:00 to 10:00 7:00.
- 24. Smoking and the use of tobacco heaters and e-cigarettes in the Apartment, including on the balcony, is prohibited. Triggering smoke detectors is tantamount to a fine of PLN 500. The guest will also be automatically charged with the costs of washing furniture upholstery, curtains, carpets and painting, and undertakes to cover the costs of the rescue operation in the event of the arrival of uniformed services.

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- 25. For safety reasons, dangerous materials cannot be stored in the apartment, e.g. weapons, ammunition, flammable or irritating materials. Prohibition it is forbidden to use electric powered devices, which are not part of the Apartment's equipment, with the exception of razors, toothbrushes, telephone chargers, tablets and computers.
- 26. BalticON is not responsible for property left in the Apartment. The Guest is obliged to secure the Apartment each time it is left via close the windows and entrance doors with a key and exercise careful custody of the key. There is a complete ban on copying keys and giving them to third parties.
- 27. BalticON is not responsible for vehicles left behind or the property inside them. The Guest renting an apartment with a parking space undertakes to park only in the place designated by a BalticOn employee and to secure the parking space each time it is left by lifting the parking lock or, in the case of an apartment with an individual garage, closing the garage door.
- 28. The Guest bears full financial responsibility for any damage or destruction of equipment and technical devices (including the loss of a set of keys and entry cards to the Recreation Park) of the Apartment resulting from on the guest's side. The cost of making a new key, entry card or remote control to the gate is borne by the Guest according to the community's price list.
- 29. After the occurrence of any unforeseen events affecting the Guest's stay, the rules set out in the Regulations or the Apartment, including any dirt, damage and disturbances, the Guest is obliged to immediately report to the BalticOn staff.
- 30. Persons violating the rules of the Regulations will be obliged to immediately leave the Apartment without the right to receive a refund of the cost of stay or other costs incurred.
- 31. BalticON reserves the right to refuse accommodation to persons who are clearly under the influence of alcohol or drugs, in particular to persons who behave aggressively and in a manner generally recognized as vulgar.
- 32. The administrator of the Guest's personal data is BALTICON sp. z o.o. with its registered office in Kołobrzeg 78-100, at ul. Muszelkowa 1E/U2, entered into the Register of Entrepreneurs kept by the District Court in Koszalin under KRS number 0000531188, NIP: 6711816383, REGON: 360101067,
- 33. The Guest's personal data is processed on the basis of a contract concluded between the Guest and BalticON for the provision of short-term rental services. The purpose of personal data processing is to provide short-term rental services or other similar services, which are provided by BalticON at the request of Guests.

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- 34. In the event that Guests provide personal data regarding preferences regarding their stay or services provided, BalticON may process this personal data for the purpose of improving the quality of services provided by him or ensuring the Guest's comfort or providing additional services to the Guest. This also applies to the processing of sensitive data. The legal basis for the processing of personal data for this purpose is the justified interest of BalticON (Article 6(1)(f) of the GDPR).
- 35. Guests' personal data may also be processed for the purpose of conducting guest satisfaction surveys in connection with the services provided by BalticON.
- 36. Providing personal data to the extent necessary to identify Guests is a contractual and statutory requirement (when documenting the sale made to the Booker with a VAT invoice). Failure to provide personal data may prevent the conclusion of a contract with BalticON, as well as the issuance of a VAT invoice.
- 37. The Guest has the right to access their personal data and correct and update them. The guest also has the right to transfer data, object to processing, limit processing and delete personal data, if there are legal grounds for it. Access to personal data is possible at the headquarters of BalticON.
- 38. The Landlord informs that the Guest's personal data will be stored throughout the period of providing the accommodation service to the Guest, as well as the data will be stored by limitation period for any claims, including tax and civil claims.
- 39. In the case of booking accommodation via a booking portal, the categories of the Guest's personal data provided to BalticON by these entities may include, in particular, name and surname, address details, date of stay, e-mail address, telephone number of the Guest.

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