

**REGULATION
OF ŚMIAŁA 77 BOOKING AND LEASE**

§ 1.

GENERAL PROVISIONS

1. The Regulation defines the terms and conditions of booking and lease of fully equipped high standard apartments with an access to the Internet (WiFi), located in ul. Śmiała 77 in Warsaw (hereinafter referred to respectively as “**the Apartments**” or “**Śmiała 77**” or “**the Regulation**”).
2. Brand “Śmiała 77” is owned by BARC Warszawa S.A. seated in Warsaw, ul. Nowogrodzka 62C, entered into the register of entrepreneurs kept by the District Court for the City of Warsaw in Warsaw, 12th Economic Department of the National Court Register under number KRS: 0000066006, NIP (tax identification number): 527-10-25-954, Regon (Business registry statistical number): 011151242 (hereinafter referred to as: “**the Lessor**”).
3. The Apartments are leased out to for residential purposes only to persons who are older than 18 and are fully capable of legal activities (hereinafter referred to as “**the Lessees**” or “**the Lessee**”).
4. If the Apartment is booked by one individual that meets the criteria for being the Lessee, as defined in clause 3 above (hereinafter referred to as “**the Customer**”) it shall mean approval of this Regulation.
5. The list of equipment of Apartments is attached in Appendix no 1 hereto.

§ 3.

PRINCIPLES OF BOOKING AND ENTERING INTO APARTMENT LEASE AGREEMENTS

1. The Apartments may be booked via website www.smiala77.pl (hereinafter referred to as “**the Website**”) by means of a booking form (hereinafter referred to as “**the Form**”), by phone at +48 500 384 493 or via booking portals cooperating with the Lessor (hereinafter referred to as: “**the Booking**”). The Booking means that the Customer makes a proposal to the Lessor to enter into an Apartment lease agreement.
2. The Booking requires the following information to be provided by the Customer in the Form: period of lease (period of stay), number of persons who are going to lease the Apartment, contact information to one of the Lessees and the time of the Lessee’s arrival to the Apartment in order to prepare the Apartment best for use and provide an access code to the Apartment.
3. The fact that the Customer has completed a Form means that the Apartment may be leased on a date and for a period of lease specified by the Customer, not earlier than

starting on a date, when the Form is completed till the last day when the Lessor is to receive the Booking Fee.

4. Confirmation of a Booking by the Lessor requires payment of the Booking Fee (hereinafter referred to as “**the Booking Fee**”) in the amount of 50% of the rent for the Apartment within 48 hours from the time when the Form is completed, subject to provisions of item 8 below. The Booking Fee may be paid by means of:
 - 1) A bank transfer directly to the Lessor’s bank account held with BZWBK, account no 60 1090 1753 0000 0001 3450 0668,
 - 2) e-transfer,
 - 3) credit card payment.
5. Payment of the Booking Fee shall mean an offer made to the Lessor by the Client to enter into an Apartment lease agreement.
6. Confirmation of Booking by the Lessor via an e-mail or text message to the Customer’s e-mail address provided in the Form (hereinafter referred to as “**the Confirmation**”) shall mean acceptance of the Lessor’s offer and entering into a lease agreement with the Customer on the basis of which the Lessor undertakes to lease out the Apartment for use and the Lessee undertakes to pay the rent (hereinafter referred to as: “**the Rent**”).
7. Within 14 days from the Confirmation, but not later than 14 days before the day when the Lessor is to lease out the Apartment to the Lessee, the Lessee is obliged to pay the Rent for the entire period of lease of the Apartment, taking into account the Booking Fee that has been paid earlier and subject to provisions of clause 8 below.
8. If an Apartment is booked later than 14 days before day when the Lessor is to lease out the Apartment to the Lessee, the Customer is obliged to pay the entire Rent. The provisions of clause 5 and 6 shall apply respectively.
9. If the Booking Fee is not paid by the Customer in a period specified in clause 4 above or the Rent is not paid in the period specified in clause 8 above, the Lessor shall be entitled to cancel the Booking.
10. The Booking Fee and the Rent are considered to be paid on a date, when the payment due is credited on the Lessor’s bank account.
11. Direct Debit shall be understood as a direct debit referred to in the Regulation of the Chairman of the National Bank of Poland of 29.05.1998 on Forms and Modes of Monetary Settlements Made Through Banks (M.P. 1998, no 21, item 320, as amended)
12. The Lessor may refuse to enter into a lease agreement with the Customer who breached the provisions of this Regulation when using the Apartment under any other lease agreement concluded with the Lessor.

§ 4.

DELIVERY OF THE APARTMENT TO THE LESSEE

1. A period of lease of the Apartment may cover an agreed number of days, provided that one day starts at 3:00 pm on a day of delivery of the Apartment to the Lessee and ends at 11:00 am on the next day, when the Apartment is returned to the Lessor by the Lessee.
2. Delivery of the Apartment to the Lessee or its return to the Lessor on a different day than specified in the Booking require each time individual arrangements of the Lessee with the Lessor's representative and payment of an additional fee specified in the Price List published on the Website.
3. Upon delivery of the Apartment to the Lessee, the Lessee is obliged to scan his/her identity document in a device fixed in the premises or present it to the Lessor's representative for the purpose of verification of personal data provided in the Form upon Booking.
4. The Lessor's representative may refuse to release the Apartment to the Lessee who is under influence of alcohol or drugs, or acts in the way violating the principles of social intercourse.

§ 5.

PRINCIPLES OF USE OF THE APARTMENT BY THE LESSEE

1. The Lessee may use the Apartment for residential purposes only and must not sublet it.
2. The number of persons in the Apartment must not be bigger than a number of persons reported on the Form during Booking.
3. A child under 3 years of age may stay free of charge in the Apartment if he/she sleeps on a bed with parents.
4. Animals are not allowed in the Apartment.
5. The Lessees are obliged to comply with the principles of social intercourse in the Apartment and in the building, when the Apartment is located, including to remain quite between 10:00 pm and 7:00 am.
6. The Apartment is located in a supervised building.
7. Smoking is forbidden in the Apartment, in the building and attached garden. In case of breach of this prohibition, the Lessee will be obliged to pay liquidated damages in the amount of PLN 500 (in words: five hundred zloty).
8. The Lessee is obliged to maintain cleanliness and order in the Apartment in the entire period of lease. The Lessee may ask the Lessor to clean the Apartment, change bed linen and towel against an additional charge specified in the Price List for Additional Services that is published on the Website www.smiala77.pl.
9. The Lessee is obliged to maintain the condition of the Apartment upon its delivery to the Lessee throughout the entire period of lease. The Lessee is not entitled to move furniture or another equipment in the apartment to other locations.

10. The Lessee undertakes to use the Apartment according to its purpose and with utmost care, with particular respect to use of the water installation (and its devices), electric installation and electrical devices in the Apartment, and in compliance with the work safety provisions and fire prevention provisions.
11. The Lessee is obliged to close the doors and windows, and remove the access card from the scanner each time he/she leave the Apartment. Such procedure only enables initiation of the security alarm in the Apartment. After an access card is removed from the scanner, the Lease has 1 minute to leave the Apartment. Upon each entrance to the Apartment, the security alarm must be deactivated by means of an access card that is placed in the scanner.
12. An access card enables access to the building, the Apartment and – when in a scanner – it deactivates the security alarms and provides access to the power and water supplies.
13. The Lessee of the Apartment has a right to use the common areas of the building, for instance the lounge and the garden, if they are available and in compliance with the rules of social intercourse.
14. The Lessee is obliged to notify the Lessor immediately on possible damages and deficiencies found after receipt of the Apartment and to notify damages caused on his/her own, persons leasing the Apartment with him/her or third parties in the period of lease with a message sent at e-mail address: kontakt@smiala77.pl and containing description of a problem and pictures, if possible.
15. The Lessee shall bear full liability for damages caused to the Apartment, building, damages due to his/her fault, due to the fault of persons leasing the Apartment with him/her or third parties staying in the Apartment upon the Lessee's consent. The Lessee is obliged to cover all costs of repairs of the damages referred to in the previous sentence, in particular to pay the liquidated damages referred to in clause 12 below.
16. The Lessee is obliged to pay liquidated damages to the Lessor for damages of equipment referred to in Appendix no 2 hereto, as caused in the period of lease, in the amount defined in the Appendix. Payment of liquidated damages by the Lessee does not undermine the Lessor's right to claim compensation from the Lessee in compliance with the general legal provisions for a damage of equipment specified in Appendix no 2 hereto.
17. If the Lessee loses or destroys the access card to the Apartment, the Lessor's representative shall issue a replacement card upon the Lessee's payment of a fee for its issuance in the amount of PLN 50 (in words: fifty zloty). If the Lessee does not return a card to the Apartment upon return of the Apartment to the Lessor, the Lessee is obliged to send the card back by means of a prepaid postal service or pay a fee for unreturned card in the amount of PLN 100 (in words: one hundred zloty) to the Lessor within 3 days from return of the Apartment.

18. If after return of the Apartment the Lessor detects items belonging to the Lessee or third parties (hereinafter referred to as “**the Items**”), the Lessee will be informed about them not later than a day after return of the Apartment. If within 14 days from the Lessee’s receipt of information on the Items the Lessee fails to provide the Lessor with instruction what to do with them, they will be disposed of by the Lessor or given to charity.
19. If the Lessee informs the Lessor of an address to send the Items at the Lessee’s cost and risk, the Items are to be sent there immediately.

§ 6.

RENT

1. The Rent for specific Apartments together with an amount of fees due to the Lessor for additional services rendered to the Lessee are specified in the Price List published on the Website in the Booking Form.
2. The Rent for the Apartment includes lump sum for use of utilities in the Apartment in the period of lease, such as power, water, heating and the Internet.

§ 7

CANCELLATION OF BOOKING AND THE LESSOR’S WITHDRAWAL FROM THE AGREEMENT

1. The Customer is obliged to send information on change or cancelation of booking to the Lessor in writing via e-mail to e-mail address kontakt@smiala77.pl or by means of the contact form on the Website.
2. In case of cancellation of Booking by the Customer less than 15 days in advance before a date specified in the Booking as beginning of lease of the Apartment, the Lessor shall return the entire Booking Fee to the Lessee.
3. If the Customer cancels Booking in a period of 14-7 days before a date specified in the Booking as beginning of lease of the Apartment, the Lessor is entitled to keep the entire Booking Fee (50 % of the Rent).
4. If the Customer cancels Booking less than 7 days before a date specified in the Booking as beginning of lease of the Apartment, the Lessor is entitled to keep the entire Rent due for the Apartment.
5. If the Lessee does not take over the Apartment specified in the Booking on the initial date of the Lease or the Lessee cannot be contacted on that day, the Apartment lease agreement shall be terminated with immediate effect as at the initial date of the Lease specified in the Booking and other Customers may book the Apartment from the next day after termination of the lease agreement by the Lessor, while the Lessor is entitled to keep the entire rent due for the Apartment.

6. The Lessor is not obliged to return the Rent to the Lessee in the cases referred to in clauses 4 and 5 above and in any other case if the period of lease of the Apartment does not start or it is reduced due to reasons on the Lessee's side.
7. The Lessor is entitled to withdraw from the lease agreement or offer another Apartment to the Lessee, if it is not possible to deliver an Apartment booked by the Lessee to him/her. The Lessor undertakes to inform the Lessee on existence of the reason mentioned in the previous sentence immediately upon becoming aware of its occurrence. If the Lessor withdraws from the lease agreement referred to in the previous sentence, the Lessor is obliged to return the entire Rent to the Lessee, if the Apartment was not delivered to the Lessee or a respective part of the rent for a period when the Lessee could not use the Apartment.

§ 7.

PRINCIPLE'S OF THE LESSOR'S LIABILITY AND EXAMINATION OF COMPLAINTS

1. The Lessor shall not be held liable for loss or damage of the Items brought to the Apartment by Lessees or other persons staying with them in the Apartment, in particular the Lessor shall not be held liable towards Lessees or persons staying with them in the Apartment for loss or damage of money, securities, valuables or items of scientific or artistic value.
2. The Rent does not include insurance of the Lessees, persons staying with them in the Apartment and Items brought to the Apartment by Lessees and the above mentioned persons.
3. The equipment of the Apartment includes a strongbox, where the Lessee or persons staying with him/her in the Apartment may leave documents or valuable items.
4. Complaints about lease of the Apartments should be submitted in writing in the Lessor's seat: "BARC S.A. ul. Nowogrodzka 62C, 02-002 Warsaw" or sent via e-mail to: kontakt@smiala77.pl. The Lessor will examine a complaint within 14 days from the date of its receipt and will send a written reply to the claimant via traditional mail or e-mail within that period of time.

§ 9

PERSONAL DATA

1. The Controller of personal data of Customers and Lessees (hereinafter the "Personal Data") is: BARC S.A. ul. Nowogrodzka 62C, 02-002 Warsaw.

2. Personal data will be processed by the Lessor only for the purpose of and in compliance with principles defined in the Privacy Policy. The valid version of the Privacy Policy is published on the Website.

§ 10

FINAL PROVISIONS

1. The valid version of the Regulation with amendments is available at the Website: www.smiala77.pl.
2. This Regulation forms an integral part of every Apartment lease agreement concluded by the Lessor with the Lessee.
3. This Regulation enters into force as from 1.08.2017 r.

Appendix no 1 – List of equipment

Every apartment is equipped with:

1. A kitchenette, including:

- worktop,
- doors,
- cooktop,
- refrigerator,
- electric kettle,
- microwave oven,
- cooker hood,
- coffee machine,
- dinner plates,
- soup plates,
- cups,
- classes,
- mugs,
- cutlery (knives, forks, spoons, tea spoons (small and medium-sized), kitchen knife, corkscrew, salad spoons, ladle, mixing spoon),
- chopping board,
- colander,
- bowl,
- pot,
- frying pan,
- metal hot pot stand,
- linen towel,
- jug,
- sponge.

2. A room, including:

- bed,
- decorative scarf of the bed,
- decorative pillow,
- set of bed linen,
- set of bed linen consists of:
 - a. quilt
 - b. pillow
 - c. quilt cover

- d. pillow cover
- e. bed sheet
- f. bed pad

- curtain,
- table/desk,
- night table,
- wall lamp,
- ceiling lamp,
- stand up lamp in room no 11,
- blanket,
- rugs in some rooms,
- suitcase bench,
- wardrobe,
- TV,
- safe box.

3. A bathroom, including:

- shower cabin,
- washbasin,
- toilet,
- towels (one small and one large towel per person),
- floor towel,
- soap dispenser,
- hair dryer.

Appendix no 2 – Lump-sum cost of damages

1. Kitchenette:

- entire built-in kitchenette – 8 000 zł
- entire built-in kitchenette, including:
 - a. worktop: repair – 1000 zł, replacement: 2500 zł
 - b. doors: repair without replacement: 1000 zł, with replacement: 2500 zł
 - cooktop- 1000 zł
 - refrigerator- 2000 zł
 - electric kettle- 200 zł
 - microwave oven- 600 zł
 - cooker hood- 600 zł
 - coffee machine– 300 zł
 - dinner plate – 25 zł
 - soup plate - 40 zł
 - cup, glass, mug – 25 zł / each
 - cutlery: knives, forks, spoons, tea spoons, wooden spoon - 10 zł / each
 - kitchen knife, corkscrew, salad spoons, ladle, chopping board - 30 zł / each
 - colander– 20 zł
 - bowl– 30 zł
 - pot – 80 zł
 - frying pan-80 zł
 - metal hot pot stand – 10 zł
 - linen towel– 10 zł
 - jug – 20 zł

2. Room:

- bed with headrest - 3000 zł
- decorative scarf of the bed– 250 zł
- decorative pillow– 100 zł
- set of bed linen- 500 zł
- set of bed linen consist of:
 - g. quilt– 150 zł
 - h. pillow – 50 zł
 - i. quilt cover – 100 zł
 - j. pillow cover – 25 zł
 - k. bed sheet – 75 zł
 - l. bed pad– 100 zł

- curtain– 600 zł/piece
- table/desk- 1500 zł
- night table- 1000 zł
- window sill: repair– 500 zł
- wall lamp- 300 zł
- ceiling lamp– 300 zł
- stand up lamp – 500 zł
- blanket – 70 zł
- rugs in some rooms– 150 zł/piece
- suitcase bench- 1000 zł
- wardrobe- 3000 zł
- convertible sofa - 3000 zł
- TV – 2000 zł
- safe box – 2000 zł

3. A bathroom, including:

- shower cabin- 2000 zł, including shower wall : 1500 zł
- washbasin- 700 zł
- toilet - 1000 zł
- Soft-close toilet seat– 400 zł
- heater - 800 zł
- cabinet – 300 zł
- built-in mirror – 1000 zł
- bathroom top: repair – 500 zł
- large towel - 100 zł
- small towel – 50 zł
- floor towel- 50 zł
- soap dispenser– 100zł
- hair dryer– 200 zł
- Roman roller blinds in some rooms – 2000 zł

4. Common areas:

- armchair – 1400 zł
- sofa – 4000 zł
- table – 800 zł, including replacement of table top : 400 zł
- chair – 500 zł
- garden table– 1000 zł

- chair – 1500 zł
- urinal – 2500 zł