

# REGULATIONS FOR RESERVATION AND RENTAL OF APARTMENTS UPSTAIRS MANAGEMENT SP. Z O.O.

## DEFINITIONS

<b>UPSTAIRS</b>	Upstairs Management sp. z o. o. (formerly: Upstairs Gabriela Palka i Monika Garapich Spółka Cywilna) based in Kraków KRS number 0001059450
<b>APARTMENT</b>	Furnished premises, described in detail in the UPSTAIRS offer available at <a href="http://www.upstairs.pl">www.upstairs.pl</a>
<b>CLIENT</b>	A legal person or a natural person with legal capacity within the meaning given to this term by law (especially the Civil Code Act), being a party to the contract for the temporary use of the Apartment (reservation and strictly short-term rental contract).
<b>GUEST</b>	A natural person actually staying in the apartment under the contract concluded with the Client.
<b>CONTRACT</b>	Agreement for the temporary use of the Apartment, concluded between UPSTAIRS and the Customer. The agreement is strictly a short-term lease and is not intended to meet the long-term housing needs of guests. The provisions of the Act on the protection of tenants' rights, municipal housing resources and amendments to the Civil Code do not apply to the Agreement.
<b>RESERVATION APPLICATION</b>	Notification made by the Customer via the application form, by phone or e-mail, in order to book the Apartment and conclude the Agreement.
<b>PARKING SPACE</b>	Paid, generally unguarded parking space, in the location and parameters specified in the offer available and updated on the website

	<a href="http://www.upstairs.pl">www.upstairs.pl</a>
<b>HOTEL NIGHTS</b>	The duration of the Agreement is counted in days (24 hours), and on the first day of your stay, the Hotel Day starts at 3:00 p.m., and on the last day of your stay, the Hotel Day ends at 11:00 a.m.
<b>LAW NORMS AND GOOD COURSES</b>	Legal Norms should be understood as provisions of secular, Polish and European law. Good manners should be understood as generally accepted norms of good behavior in Europe. Any questions should be reported to the UPSTAIRS staff.

## **GENERAL PROVISIONS**

These regulations (Regulations) define the rules for making reservations and renting Apartments offered by UPSTAIRS.

Apartment rental is provided by UPSTAIRS on a daily basis to natural persons (Guests).

Making a reservation is tantamount to accepting the provisions of the Regulations.

The customer can choose the services offered, including standard accommodation and packages, as well as additional services (if available).

UPSTAIRS reserves the right not to accept a reservation.

UPSTAIRS is not responsible for non-performance or improper performance of obligations arising from the short-term Apartment rental agreement, these Regulations or reservation, if the non-performance or improper performance of these obligations is caused by force majeure.

Force majeure should be understood as external events, independent of UPSTAIRS, difficult to predict, enabling the Operator to properly perform its obligations, in particular such as natural disasters, wars, terrorist attacks, strikes, epidemics, restrictions resulting from the introduction of states of emergency, restrictions

introduced by the State regarding permanent or temporary exclusion or limitation of UPSTAIRS's ability to conduct business. In principle, the consumer has the right to withdraw from the rental agreement without giving a reason. However, please remember that the right to withdraw from a contract concluded online is regulated by the Consumer Rights Act of May 30, 2014, which implements EU Directive 2011/83. This Act states that the right to return goods purchased online does not apply to accommodation services.

## **SCOPE OF THE AGREEMENT**

The agreement covers the short-term rental of the Apartment for tourist and recreation purposes and a parking space (if available).

The rental period includes the number of Hotel Nights covered by the reservation (confirmed). The hotel day starts at 3:00 p.m. on the first day indicated as the start date of the stay and ends at 11:00 a.m. on the last day of the stay indicated in the (confirmed) reservation.

Parking spaces (if available) are not guarded, and therefore UPSTAIRS is not responsible for loss or damage to the vehicle and property left in the vehicle. UPSTAIRS cannot guarantee that a specific parking space will be sufficient for a specific vehicle, such issues should be clarified separately before booking a Parking Space.

UPSTAIRS is not responsible for the actions of third parties that may cause inconvenience in the use of the Apartment (external noises, noises, smells, etc.). Any such event which, in the Guest's opinion, violates the law or good manners, may be reported to the UPSTAIRS staff or to Police or City Guard officers.

UPSTAIRS is not responsible for the loss or damage of property brought to the Apartment or to the common parts of the building by Guests.

Only the number of people indicated by the Customer when making the reservation can use the Apartment. If the number of people who are to use the Apartment is greater than that indicated in the reservation, such a circumstance will be considered a serious breach of the terms of the Agreement and will result in immediate

termination of the Agreement without refund of the amount due for the unused reservation period and charging a contractual penalty of PLN 200 per day, for each additional person.

It is prohibited for the Customer to sublet the Apartment or to transfer the right to use the Apartment to other entities under any other agreement.

Guests are obliged to take care of the Apartment, including its equipment, and after the end of the rental agreement, they are obliged to return the Apartment and its equipment in a condition not deteriorated compared to the condition in which the Apartment was delivered. Guests are not responsible for wear and tear of the Apartment resulting from its normal use.

UPSTAIRS staff or persons authorized by UPSTAIRS have the right to enter the Apartment in order to repair any failures occurring in the Apartment, or in the event of obtaining information that the Apartment is being used contrary to its intended purpose or these Regulations. In the event of guests' absence, they will be immediately notified of the above action. Whenever possible, UPSTAIRS will provide guests with the opportunity to be present during the above-mentioned actions, unless due to a special situation it requires an immediate response resulting from, for example, a serious failure of the installation, a fire in the Apartment, flooding of the Apartment and other serious events, which especially applies to events that may result in a threat to the health and life of Guests or third parties.

The content of the distance contract is recorded, secured and made available to the Customer by making the Regulations available at [www.upstairs.pl](http://www.upstairs.pl) and sending the Customer an e-mail confirming the reservation.

## **RESERVATIONS**

Reservations for UPSTAIRS Apartments can be made via the reservation form available at [www.upstairs.pl](http://www.upstairs.pl), by phone at +48 531 484 654 or by e-mail [rezerwacje@upstairs.pl](mailto:rezerwacje@upstairs.pl)

When booking, the Customer agrees to have his or her personal data entered into the UPSTAIRS database. Current information on personal data processed in UPSTAIRS is available here.

In any case, a reservation can only be considered made if:

- obtaining confirmation in documentary form referred to in Art. 77<sup>2</sup> of the Civil Code (e-mail message),
- making timely payment of all fees required by UPSTAIRS, by transfer or online payments available at [www.upstairs.pl](http://www.upstairs.pl)

The fees referred to above must be made no later than 14 days before the start date of your stay. Failure to pay on time will result in cancellation of the reservation.

The above does not apply to situations where the period between the Reservation Request made by the Customer and the date of commencement of the stay is less than 14 days. In this case, payment must be made within the time period indicated by UPSTAIRS staff.

Please inform us about the need to issue a VAT invoice for your stay at the time of booking.

Customers or guests are obliged to pay additional fees, which may vary, e.g. depending on a specific Apartment. In each case, specific information is provided to the Client, who is absolutely obliged to provide it to the Guests. The list of possible additional fees is an annex to these Regulations.

Extending your stay is possible only after obtaining the consent of the UPSTAIRS staff; the consent must be at least in documentary form (e-mail, SMS).

If the reservation is canceled up to 14 days before the planned start of the stay, UPSTAIRS refunds 1/2 of the reservation fee; if the reservation is canceled later, the reservation fee is not refunded.

In exceptional situations (failure in the booked Apartment or other random event), UPSTAIRS reserves the right to provide replacement premises with parameters and area similar to the booked Apartment.

UPSTAIRS reserves the right to cancel the reservation without giving a reason for the cancellation within 24 hours of making the

reservation. In case of cancellation of the reservation, the Customer will receive a refund.

## **CHECK IN AND OUT OF THE APARTMENT**

The first Hotel Day lasts from 3:00 p.m. on the first day of stay, and the last Hotel Day ends at 11:00 a.m. on the last day of stay. Check-in time is 3:00 - 8:00 p.m. In case of check-in after 8:00 p.m., an additional fee of PLN 100 (one hundred) will be charged. The fee may not be charged if you can check-in yourself. However, this issue should be clarified before booking. If such an option is possible, we provide the necessary information (including access codes) before arrival, but some information (such as rules regarding staying in the apartment) will only be available after check-in.

Guests must inform UPSTAIRS of their expected arrival time no later than the day before arrival. Information should be provided via SMS (+48 531 484 654) or via e-mail (rezerwacje@upstairs.pl). The message should include the name and surname of the person who made the reservation and the name of the apartment, e.g. "John Smith apartment xxx".

As a rule, the keys to the apartment are handed over upon check-in. Please lock the apartment when you are away and when leaving the apartment.

Objections regarding cleanliness, missing equipment in the Apartment, etc. should be reported immediately, but no later than on the day on which the event occurred or the problem was noticed. Reports should be made by phone at +48 531 484 654. Complaints submitted after the above-mentioned period. deadline will, as a rule, be considered negatively. Application submitted after the above-mentioned deadline may result in the Guest being held financially responsible for the problem (damage, shortages, etc.).

Check-out must be completed by 11:00 a.m. At UPSTAIRS, as a rule, check-out involves closing the Apartment (using the keys) and depositing the keys in the place indicated in the self-check-out instructions available in the Apartment. If a different procedure applies in a specific case, the Customer will be informed about it

when making the reservation and in such a case the Customer is absolutely obliged to provide this information to the Guests.

We do not expect our guests to clean the apartments. The cost of cleaning is included in the applicable fee. However, we require that the waste (garbage) left behind is sorted in accordance with the instructions. More information on this subject can be found in the instructions available in each Apartment. If the Apartment service staff reports damage or shortages, etc., please follow the information provided by UPSTAIRS.

UPSTAIRS does not refund money for an unused stay, but the reservation or contract may be canceled or terminated accordingly in the event of force majeure. In such a case, the appropriate settlement of the stay takes place within 7 business days.

Departure without completing check-out formalities may result in claims from UPSTAIRS.

## **GUEST RESPONSIBILITIES**

Guests are obliged, first of all, to behave in accordance with the Law Standards and Good Customs as well as the principles of these Regulations. At UPSTAIRS we are aware of cultural or religious differences and any concerns about what behavior is or is not acceptable can be brought to the attention of UPSTAIRS staff.

In particular, we absolutely require and ask that guests:

- take care of the condition of the Apartment and its equipment,
- use the Apartment and its equipment as intended (tourist and recreational purposes),
- comply with the housekeeping regulations, fire and health and safety regulations in force in the building where the Apartment is located,
- use the Apartment in a way that does not disturb the peace of the building's residents and other people,
- do not make copies of the keys,
- immediately report any failures, damages, etc. to the UPSTAIRS staff.

- if the building in which the Apartment is located has waste segregation rules, they comply with these rules,
- oblige to quiet hours from 10:00 p.m. to 06:00 a.m.,
- secure the Apartment each time it is left, locking the windows and entrance doors, and turning off devices that may constitute a fire hazard,
- do not use tobacco products or electronic cigarettes in the Apartment,
- do not use legally prohibited narcotic drugs, psychotropic substances or other new psychoactive substances in the Apartment,
- do not leave persons who require it unattended in the Apartment.

## **COMPLAINTS**

Each Customer or Guest (hereinafter referred to as the "Customer" in this section of the Regulations) who is a consumer has the right to submit a complaint regarding the Apartment, conditions of stay, service standards and other factors over which UPSTAIRS has or could have influence. The customer has the right to pursue claims in accordance with the applicable provisions of Polish law.

The condition for considering a complaint is to submit it in documentary form (e-mail) to the following address: [rezerwacje@upstairs.pl](mailto:rezerwacje@upstairs.pl)

The complaint should include the following data: reservation number, customer details, description of the situation subject to the complaint, as well as information about what the customer expects.

The complaint will be considered within 30 days of its receipt.

Information about the result of considering the complaint will be sent to the Customer to the e-mail address provided by him.

## **FINAL PROVISIONS**

The list of additional services offered by UPSTAIRS is an annex to these Regulations. UPSTAIRS does not guarantee that additional services will be available in all cases.



UPSTAIRS shall not be liable for any property or personal damage incurred by the Client, Guests or third parties during their stay in the apartment, except for cases where such liability arises as a result of actions or omissions attributable to UPSTAIRS or results from mandatory provisions of law.

In particular, UPSTAIRS is not responsible for any inconvenience caused during your stay due to interruptions in the supply of utilities (including electricity, water, gas, internet).

UPSTAIRS is also not liable in the event of concealment (by persons using the apartment) of important information regarding health, which especially applies to infectious diseases.

The law applicable to disputes between UPSTAIRS and the Customer or Guest is Polish law. Any court disputes will be resolved by the common court having jurisdiction over the headquarters of UPSTAIRS (currently Kraków, Poland).

## **PRIVACY AND COOKIES POLICY**

The privacy policy and cookies policy are available [here](#).