

# **RULES AND CONDITIONS OF RENTAL**

## **GENERAL INFORMATION**

### **§ 1**

A.N.A Tour Biuro Turystyczne, acting under a contract with the owners of residential units referred to as apartments, provides services related to all-year-round maintenance and rental of these apartments for short tourist stays to the Clients. A.N.A Tour is the party to refer to in matters related to rental services for the Clients.

A.N.A Tour provides, in its own name, marketing, advertising and information services, as well as services related to cleaning and all-year-round maintenance of the entrusted premises.

#### **Information for the client.**

The terms used refer to:

Client – a person who makes the booking and thereafter a client of A.N.A Tour Biuro Turystyczne.  
Lessor – A.N.A Tour Biuro Turystyczne, with its registered office at ul. Ludowa 6a in Międzyzdroje, which provides rental services.

Familiarising with and acceptance of the following information by the client is necessary for the purposes of providing the services.

Sending a Booking Form constitutes acceptance of the Rules and Regulations and confirmation of the conclusion of the contract by the Client.

#### **Booking Terms**

### **§ 2**

1. The current offer of apartments for rent is available on the website [www.anatour.com.pl](http://www.anatour.com.pl) and in other information materials issued by A.N.A Tour.
2. After familiarising with the offer, the Client agrees with A.N.A Tour via telephone, electronic mail or traditional mail the details concerning the dates and the price of the provision of services.  
At that moment, the initial booking of the apartment takes place.
3. The Client is obliged to fill in within 3 days (if not otherwise agreed) the booking form (available on the website [www.anatour.com.pl](http://www.anatour.com.pl)) and pay an advance of 25% of the value (at least PLN 200.00) of the service to the indicated bank account of A.N.A Tour, which will constitute an advance payment on the provision of rental services.
4. The rental contract is concluded when the booking is accepted and a booking confirmation / an invoice / a voucher is sent by A.N.A Tour after receiving the advance payment.
5. Exceeding the set deadline of the advance payment may result in cancellation

of the initial booking, however, if the booking is cancelled and the client makes the payment after the deadline, they will be informed and the advance payment, after deducting the operating expenses amounting to PLN 60.00, will be returned within 7 working days to the bank account of the person who made the payment.

6. The rest of the payment that is due for the stay will be paid by the Client on the day of arrival by a transfer to the account of A.N.A Tour or by card or in cash at the office of A.N.A Tour.

## **Change of Booking**

### **§ 3**

1. The desire to change the booking should be reported by the Client in writing, no later than 30 days before the agreed date of arrival. A.N.A Tour will consider the proposed changes and inform the Client about the decision in writing.
2. In cases when the change in documentation is not possible, the booking remains valid.

## **Cancellation of Booking**

1. In the case of cancelling up to 30 days before the date of arrival, the Client bears the operational expenses amounting to PLN 150.00. In other cases, the Client bears the expense of the advance payment.
2. Cancellation without bearing the expenses by the Client is possible only if the Guest indicates a new client for the same apartment and for the same period of time. In such a case the client will recover the advance payment reduced by the operational expenses amounting to PLN 150.00 not earlier than 7 days after the end of the indicated person's rental period.
3. In each case the cancellation is confirmed by A.N.A Tour in writing.
4. If the stay is terminated before the end of the rental period, the Client does not have the right to be reimbursed.

## **Price**

### **§ 4**

1. The price provided in the description of the apartments includes:
  - the stay in the apartment of the maximum amount of persons allowed for 1 day.
  - The cost of utilities used by the Client (electricity, water, gas, heating), unless the use is markedly excessive.
  - A set of towels
  - Bedclothes.
  - A parking space or a garage (if the given apartment has such).
2. The price provided in the description of the apartments does not include:
  - resort tax (paid upon arrival).
  - The cost of the final cleaning.

## **Arrival and Departure of the Client, deposit.**

### **§ 5**

1. The settlement period for the apartment rental is 1 day, which starts at 4.00 p.m. and ends at 11.00 a.m. It is possible to adjust the time to the needs of the client.
2. After the arrival it is necessary to accommodate the Client on the basis of an identity card, a driving licence or a passport, and to pay the deposit to secure the possible damage claims. The deposit is interest-free and reimbursable after the end of the Client's stay, when the keys to the Apartment are returned.
3. The Client may not transfer or make the Apartment available to third parties. The Apartment may not be occupied by a number of people which is exceeding the number indicated in the booking.
4. In cases of exceeding the number of occupants, damages or serious disorder in the Apartment, A.N.A Tour has the right and the obligation to interfere, immediate termination of the contract included.
5. Visitors may stay in the apartment from 7.00 a.m. to 10.00 p.m. Quiet hours start at 10.00 p.m. and end at 7.00 a.m.
6. The client bears liability for any damages or destruction of furnishings and equipment caused by them or by their visitors during the rental period.
7. In the event of any damages, the Client should immediately report them to A.N.A Tour.
8. The Client undertakes to use the Apartment according to its purpose, to not move or remove any furnishings or equipment from the Apartment, and to not make copies of the keys to the Apartment given to them for the rental period.
9. The Client undertakes to properly secure the Apartment each time they are leaving it by closing all the windows and the entrance door with the keys and to store the keys in such a way that no third parties can access them.
10. For safety reasons, it is prohibited to use any electric appliances which were not provided in the Apartment.
11. The Client undertakes to not keep any animals in the Apartment and to respect the smoking ban.
12. On the day of the departure, the Client is obligated to hand the keys to the Apartment to a representative of A.N.A Tour, which is a condition of returning the deposit to the Client, provided that the Apartment is accepted without objections.
13. In extraordinary situations of failures in the Apartment, thefts, force majeure or other random events, A.N.A Tour has the right to provide the Client with a replacement of the apartment within parameters and with a floor area corresponding to those of the booked Apartment and in the same locality.  
In the absence of agreement from the Client for the substituted Apartment the contract is terminated, due to which A.N.A Tour is obligated to return the sum of money paid by the Client.
14. Should the terms listed in the present article be breached by the Client, A.N.A Tour has the right to deduct the due payment from the deposit for the stay of undeclared persons, recovering the Apartment to its proper state, and other expenses.  
  
If the value of the claims exceeds the amount of the deposit, the client is obligated to cover the difference immediately.
15. A.N.A Tour is not responsible for any damages to or the loss of a car or any other vehicle owned by the Client.

16. Discounts and special offers apply from 01.09 – 30.06.
17. The discount will be included only if it is reported in the booking.

### **Additional information about prices of additional services.**

#### **§ 6**

1. To be paid after the arrival:
  - resort tax PLN 2,30 PLN /pp/day
  - deposit PLN – 400.00 PLN
  - additional equipment ordered.
2. Additional equipment:
  - bed linen PLN – 20 PLN / set
  - towels PLN – 12 PLN / set
  - one parking space PLN – 30 PLN/ per day
  - a cot PLN – 100 PLN/ per stay
  - extra bed - 100 PLN / per stay

#### **§ 7**

1. The confidentiality of personal data of the Client.
  - **Personal data of the client will be properly protected and used by A.N.A Tour only for the purposes of providing the services.**
  - In accordance with Article 13 (1) of the General Data Protection Regulation of April 27, 2016, we inform you that:
    - 1 / the administrator of your personal data is BIURO Ana Tour Apartamenty s.c. with its registered office in Międzyzdroje, Ludowa street 6a
    - 2 / the data protection officer in the ANA Tour office is Waldemar Grudziński and Agnieszka Kurowska
    - 3 / Your personal data will be processed for the purpose of preparing documents pursuant to art. 6 item 1 point a / b / c / d / e
    - 4 / the recipient of your data will be the administrator
    - 5 / Your data will not be transferred to a third country / international organization for the duration of the contract no longer than until the expiry of the limitation period for tax obligations
    - 6 / you have the right to access and content of your personal data and the right to rectify, delete, limit processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing (if it takes place principle of consent), which was made on the basis of consent before its withdrawal.
    - 7 / you have the right to lodge a complaint with GIODO, if you consider that the processing of personal data before violates the general provisions of the Regulation on the protection of personal data of April 27, 2016.

8 / providing your personal data is a condition for concluding the contract. You are obliged to provide them, and the consequence of not providing personal data will be the termination of the contract.

### **Final provision.**

#### **§ 8**

1. In all cases not regulated by the Rules and Conditions of Rental, relevant provisions under the Act of 29 August 1999 on tourist services, the Civil Code and the rules of consumer protection are applicable.
2. Any disputes which may arise during the performance of the contract will be resolved amicably, and in the absence of agreement by a Court.