

REGULATIONS

§ 1

General provisions

1. These Regulations define the rules of providing short-term accommodation by the Lessor on the Houseboat (hereinafter referred to as the "House on the Water") in accordance with the current offer which is the subject of the Agreement, as well as the rights and obligations of the Lessor and the Lessee, the Guests and other persons staying in the House on the Water resulting from the concluded Agreement.

2. These Regulations are available to interested persons on the Lessor's website at: <https://houseboats.com.pl/>, in such a way that they can be obtained, reproduced, recorded and stored by these persons, according to their wish, prior to making the initial reservation and concluding a short-term agreement for the rental of the House on the Water.

3 The terms used in the Regulations shall mean:

1) Lessor - Mr. Rafał Leśniak, running a business under the name of "MCE Rafał Leśniak", with its registered office at ul. Podhalańska 4, 34-700 Rabka Zdrój, Taxpayer Identification Number 7351552154, - acting personally or through an authorised person,

2) Party making the booking - natural person, legal person or organisational unit without legal personality, making a preliminary booking of the House on the Water.

3) Lessee - a natural person, legal person or organisational unit without legal personality, concluding with the Lessor a short-term agreement for the rental of the House on the Water.

4) Guest - a natural person for whom the booking has been made, using the rented House on the Water during the period covered by the Agreement,

5) Agreement - means an agreement for a short-term accommodation concluded between the Lessor and the Lessee, including with the use of means of remote communication, which comes into effect at the moment of the Lessee's payment to the Lessor of a non-refundable advance payment (earnest money - /Polish "zadatek"/) agreed by the Parties;

6) TIN - specifies a facility with available infrastructure located at ul. Jana Pawła II 48 in Lubniewice;

7) Deposit - an amount of money specified in the Regulations which secures the claim of the Lessor against the Lessee and their Guests in the event of the occurrence of damage in the rented House on the Water and in the TIN premises, for which the Guest or Lessee is responsible,

8) Residence Fee - the sum of all charges for a stay in the House on the Water during the term of the

agreement, in accordance with the provisions of these Regulations and the Price List, available on the Lessor's website: <https://houseboats.com.pl/>

9) Bank account of the Lessor - bank account no. 78 8815 0002 2001 0001 0762 0002

4. Before booking and concluding a short-term agreement for the rental of the House on the Water, the Lessee is obliged to become familiar with these Regulations and the Price List and confirm that he/she accepts their content and conditions.

5. The price of the services provided by the Lessor does not include insurance.

§ 2

Rules of booking and payment conditions

1. The initial booking is made by sending an application to the Lessor via the following Internet services: www.booking.com, www.airbnb.pl (according to the regulations of these services), on the website www.houseboats.com.pl or in person at the TIN premises.

2. The application referred to in § 2 par. 1 should include the following data: (a) given name and surname or name (company) of the Lessee and his/her/its address, including an email address for correspondence and a telephone number for contact, and in addition - if the Lessee wishes to receive a VAT invoice - the Lessee's data for issuing the VAT invoice, including his/her/its Taxpayer Identification Number and a statement by the Lessee that he/she/it agrees to receive the invoice in an electronic version to the email address indicated; (b) the number, as well as the given names and surnames of the Guests, including the number of minor Guests; (c) the exact dates of the stay; (d) a statement that at least one of the Guests shall be an adult person; (e) a statement of consent to the processing of the personal data provided to the Lessor in the application for the booking of the House on the Water; (f) a statement that the Lessee and the Guests are familiar with and accept the content of these Regulations and the Lessor's Price List.

3. It is unacceptable to book the House on the Water exclusively for underage Guests.

4. Direct booking at the TIN premises is only permitted on the day the Lessee wishes to commence the stay.

5. Crediting the Lessor's bank account with the following payment within 3 days of making the booking is the condition for making the final booking:

1) a deposit of at least 30% of the total rental amount for the House on the Water for the booked period or

2) the total amount of the rent for the House for the booked period - in a situation when the final booking of the House on the Water is made directly in the TIN premises on the day of the planned

commencement of the occupancy of the House on the Water (in this case it is sufficient to present a confirmation of the transfer).

6. Making the payment referred to in § 2 par. 5 shall result in the conclusion by the Lessee of a short-term agreement for the rental of the House on the Water with the Lessor under the terms and conditions specified in these Regulations and the Price List and it means the acceptance by the Lessee and the Guests of the content of the Regulations and the Price List.

7. In the case described in § 2 par. 5 item 1, the Lessee is obliged to pay the remaining amount of the rent for the House on the Water in such a way that the rent amount is credited into the Lessor's account before the commencement of the provision of services. Failure to pay the amount specified in the previous sentence into the Lessor's account within the required deadline shall be tantamount to the Lessee's cancellation of the final booking of the House on the Water and shall result in the withdrawal by the Lessor from the agreement concluded by the Parties and retaining by the Lessor of the amount of the earnest money paid by the Lessee.

9. In the title of the transfer of the amount referred to in § 2 par. 5 item 1, the following should be indicated: rental of the House on the Water (advance payment), the dates of the stay, the Lessee's given name or surname (company).

10. After the conclusion of the Agreement, the Lessor may require the customer to pay an appropriate deposit or provide security in the form of a credit card guarantee or a similar form.

If the above payment is not made within the agreed period, the Lessor may withdraw from the Agreement and demand compensation for the damage suffered, in addition to retaining the earnest money. In connection with the above, the Lessee authorises the Lessor to collect from the accounts kept for the aforementioned cards an amount constituting the equivalent of the claims due to the Lessor within 14 days of the return of the House on the Water, with the reservation that the amount of the deposit shall not exceed PLN 1,000.00. The paid deposit shall be returned to the Lessee immediately after the return of the subject of the agreement in an undamaged condition.

11. In justified cases (e.g. arrears in the payment by the customer or extension of the scope of the Agreement) the Lessor may request an increase in the advance payment, deposit or earnest money agreed in the Agreement - up to the amount of the anticipated rental costs.

§3

Withdrawal from the agreement and cancellation of the booking

1. Both the Lessee and the Lessor shall be entitled to withdraw from the concluded agreement for the rental of the the House on the Water not later than 60 days before the agreed starting date of the rental

of the House on the Water, without bearing any additional costs because of this.

2. If the Lessee cancels or annuls the final booking of the House on the Water or if the Lessee gives a notice of termination of the concluded agreement for the rental of the House on the Water for reasons not attributable to the Lessor, the earnest money paid by the Lessee shall not be returned.

3. Statements of the Parties to the rental of the House on the water, referred to in § 3, par. 1 and 2, should be submitted to the other Party in writing or by e-mail correspondence, however the day of sending the correspondence via electronic mailbox shall be the day of submission of the statement by e-mail correspondence

4. The Lessor shall allow the Lessee to change the rent date of the House on the Water after prior agreement of the Parties, including determination of the principles of mutual settlements between the Parties under the already concluded agreement for the rental of the House on the Water. In such a case the Lessee shall not, however, have the right to withdraw from the concluded agreement for the rental of the House on the Water, referred to in § 3 par. 1.

§4

Deposit and additional fees

1. During the performance of the obligation to register the first Guest, the Lessee or his/her Guest shall be obliged to pay the Lessor the Deposit referred to in § 1 par. 3 item 7 and § 2 par. 10, in the amount of PLN 1,000.00.

2. The deposit shall be refundable in full at the time of the check-out of the last Guest if no damage or shortages are found in the equipment of the House on the Water and on the TIN premises for which the Guest or the Lessee is responsible.

3. In the case of calling the Lessor to repair the damage resulting from the fault of the Lessee, the Lessor shall have the right to deduct the amount of 500 PLN (however, this fee does not constitute the cost of the repair, which is charged to the Lessee).

4. If the Lessee fails to return the House on the Water after the rental period - an amount of PLN 250 for each commenced clock hour of delay may be deducted from the deposit.

5. In the event of the breach of the smoking ban by the Lessee in the House on the Water, an amount of PLN 400 may be deducted from the deposit.

6. If the Lessee clogs the sewage pipes in the House on the Water, an amount of PLN 500 may be deducted from the deposit.

7. In the case of a refusal to make a payment under the insurance due to an act or omission of the Lessee, the Lessor shall charge the Lessee with a full amount of the resulting damage.

8. In the event of loss, destruction or damage to the House on the Water, including damage to the paintwork, the Lessee shall be charged for the Lessee's share of the damage.

9. In the event of damage to or loss of the equipment, the deposit shall be retained until the costs have been settled, until the equipment has been supplemented or until the damage has been settled by the Lessee.

§5

Check-in and check-out

1. Check-in and check-out of the Guest shall take place in the presence of the Lessor or a person authorised by the Lessor.

2. The Guests shall check in on the first day of renting the House on the Water.

3. The Guests will be able to check in in the House on the Water, provided that:

1) a full amount of the rental fee has been credited into the Lessor's account,

2) the Guests have presented the Lessor documents confirming their identity

3) the Guests have signed the so-called Acceptance Record of the House on the Water, indicating the condition of the House on the Water and the type, number, value and condition of the equipment contained therein,

4) each Guest of the House on the Water has submitted a declaration that they have read the GDPR information clause;

5) a boat rental agreement has been signed

4. In the event of any deficiencies, irregularities or defects in the condition or equipment of the House on the Water, both the Lessee and his/her Guests shall be obliged to indicate this fact in the Acceptance Record of the House on the Water at the time of the check-in, or to inform the Lessor thereof within the first hour of their stay.

5. Upon taking over the keys to the House on the Water, the Guests checked in in this House, who have signed the Acceptance Record of the House on the Water, become financially responsible towards the Lessor for the items handed over to them for use under the agreement for the rental of the House on the Water.

6. The Lessor shall have the right to refuse to check in Guests:

1) under a visible influence of alcohol or drugs,

2) who behave aggressively or in a manner generally considered vulgar.

7. The Guests shall check out on the last day of renting the House on the Water. All Guests are obliged to leave the TIN premises by the time indicated in the agreement for the rental of the House on the

Water.

9. If it is established at check-out that during the stay of the Guests in the House on the Water or on the premises of the TIN any loss, destruction or damage occurred for which the Guests are responsible, the Lessor and the Guests shall draw up a protocol on this circumstance indicating the type and value of such damage. If the Guest refuses to sign the protocol, it shall be assumed that the protocol signed by the Lessor shall have the force of a protocol signed by the Lessor and the Guest.

§6

Rules of stay of the Guests

1 Each Guest is obliged:

- 1) to comply with the provisions of these Regulations and with the instructions of the Lessor or the TIN staff;
- 2) to keep the rented House on the Water and the TIN premises in good condition,
- 3) to secure the rented House on the Water each time the Guest leaves it by turning off the power and lighting, turning off the taps and locking/closing the windows and doors of the House on the Water.
- 4) to keep the keys to the House on the Water in a way that prevents access by third parties and immediately inform the Lessor of the loss, misplacement or theft of the key to the House on the Water,
- 5) to place all waste produced only in containers located in designated areas in the House on the Water and on the TIN premises and to separate this waste according to the pictograms on the containers,
- 6) to immediately inform the Lessor of any damage caused to persons or property for which the Guest is responsible,
- 7) to park their vehicle on TIN premises only in designated parking spaces,

2. On the TIN premises:

- (1) the night-time quiet period is from 23:00 to 06:00,
- 2) the stay of children and young people under 18 is only allowed in the company by adults,
- 3) bonfires and barbecues may only be lit in areas designated by the TIN staff with particular care and in compliance with fire safety regulations.
- 4) smoking is strictly prohibited, in the event of smoking in a place not designated for that purpose, in particular in the House on the Water, the Lessee and his/her Guest shall be jointly and severally charged with a fine in the amount of PLN 400.00,
- 5) persons visiting the Guests are allowed to stay in the House on the Water from 8:00 am to 10:00 pm;
- 6) The use of open fire (including candles, vigil lights, oil lamps, gas lamps, fireworks, flares, etc.)

and own electric and gas cookers is prohibited in the House on the Water;

7) Pets are not allowed in the House on the Water

3. The Lessor shall provide bed linen for the Guests, the linen is changed at an additional cost.

4. Subletting, subleasing, lending of the House on the Water for use, as well as invitations to any event requires a prior written consent of the Lessor.

§ 7

Liability

1 The Lessor shall not be legally or financially liable:

1) for personal injury of the Guests and damage to the Guests' property not caused by the Lessor, or theft of the Guests' vehicles and property therein and other items left in the Houses on the Water and on the TIN premises. It is the responsibility of their owners to protect their belongings from theft and damage. The Guests are required to exercise due care in locking windows and doors when leaving the House on the Water.

2) for temporary inconveniences caused by the actions of independent utility suppliers, such as a temporary lack or drop of water pressure, lack of electricity, etc,

3) for items left or lost by the Guests on the TIN premises. In the event that the Guest leaves a movable item belonging to him/her after checking out of the given House on the Water, the Lessor shall be obliged to act in accordance with the generally applicable regulations, including the provisions of the Act of 20 February 2015 on Found Property (consolidated text, Journal of Laws of 2019, item 908),

4) for the consequences resulting from the fact that the Lessee or the Party making the booking have given incorrect data concerning the booking of the House on the Water, referred to in § 2 par. 1.

2. The Guests shall be liable for their own actions and those of their visitors on the TIN premises in the event of any damage, in particular due to a failure to comply with the provisions of these Regulations, even if such damage was caused through unintentional fault.

4. In the event of a serious breach by the Guest of the provisions of these Regulations, the Lessor shall be entitled to unilaterally shorten the period of stay of that Guest in the House on the Water and order them to leave the TIN premises immediately, without the Lessee and the removed Guest being entitled to any compensation on this account.

5. In the case described in paragraph 4 of this clause, the fees collected from the Lessee and the Guests for the rental of the House on the Water shall not be refunded.

6. The Lessor shall not be liable for a failure to perform or improper performance of the agreement for reasons beyond the Lessor's control, in the event of force majeure.

7. The Lessee is obliged to insure himself/herself against civil liability.

§ 8

Final provisions

1. Matters not covered by these Regulations shall be governed by the provisions of the Civil Code of 23 April 1964 and by other generally applicable legal regulations.

2. The Lessor reserves the right to introduce changes to these Regulations, of which the Lessee shall be informed by publishing information on the Lessor's website about the change and the new content of the Regulations and by sending the Lessee the new Regulations to his/her e-mail address, if it was indicated to the Lessor. Changes to the provisions of the Regulations shall enter into force within 14 days of the date of placing information on the Lessor's website about the change and the new content of the Regulations, unless the Lessee, within 14 days from the day of being informed about the change, notifies the Lessor at his/her email address of the Lessee's objection to the proposed changes to the Regulations. In such a case the parties shall be bound by the provisions of the current Regulations.

3. Any disputes between the Lessor and the Lessee or his/her Guests which cannot be settled amicably, shall be settled by a competent common court.

4. Any possible complaints regarding a failure to perform or improper performance of the agreement may be submitted by the Lessee within 3 of the date of finding a defect, to the Lessor's e-mail address biuro@houseboats.com.pl and should include current data of the Lessee and a brief description of the reported objections. The Lessor shall consider the complaint within 30 working days of the date of its submission by the Lessee.

5. The Lessor is the controller of the personal data of the Party making the booking, the Lessee of the House and his/her Guests, which were made available to the Lessor in the course of booking and check-in of the Guests in the House on the Water. Personal data of the Party making the booking, the Lessee and his/her Guests shall be stored and processed by the Lessor for the purpose of performance of the agreement for the rental of the House on the Water according to the rules specified in the information clause constituting Annex No. 2 to the Agreement.