

LuxuryApartments Booking and Use Terms and Conditions

§ 1

GENERAL PROVISIONS

1. These Terms and Conditions specify the rules for booking and renting apartments shown on the www.luxuryapartments.pl website, for cancelling bookings, payment methods and dates, booking confirmation and complaints at LuxuryApartments and is an integral part of the short term apartment rental agreement.
2. For the purposes of the Terms and Conditions, the following definitions shall apply:
 - a. Rental / Lease – provision of an apartment to a customer for short term use resulting in the obligation for the customer to pay the agreed rent.
 - b. Apartment – the premises for rent, which shall be rented by a customer for a short term for tourist or leisure purposes.
 - c. Customer – the person making the booking or the person renting an apartment. Only an adult natural person or a legal person may be a customer.
 - d. The Lessor: Inwest-Kom s.c., Monika Znamierowska, Dariusz Znamierowski, ul. Kordylewskiego 1/2, 31-542 Kraków, NIP 679-299-78-15.
3. In making a booking or renting premises the customer accepts the provisions of the present Terms and Conditions.
4. Issues applicable to booking and rental fees are specified in detail on the www.luxuryapartments.pl website.
5. The prices quoted on the LuxuryApartments website are gross prices. Transaction currency: PLN.
6. The Agency reserves the right to refuse to accept a booking and the cancel a booking without stating a reason. In the case of cancellation by LuxuryApartments, the amounts paid by the customer are refunded within 3 business days to the bank account number indicated by the customer.

§ 2

APARTMENT RENTAL: BOOKING AND PAYMENT

1. The customer may book an apartment on-line, via the www.luxuryapartments.pl website.
2. Once an apartment is provisionally booked, the customer shall receive a "Provisional booking confirmation" for the selected apartment to the e-mail address provided, which shall contain key booking details.

3. The apartment rental fee includes stay at the selected apartment by the maximum number of people.
4. After making the provisional booking, the customer is obliged to pay a 30% deposit within 3 days of receiving the "Provisional booking confirmation".
5. If the provisional booking is made less than 14 days before the beginning of the stay, the entire rental amount should be settled within 3 days of receiving the "Provisional booking confirmation" by wire-transfer to the specified bank account.
6. The customer is obliged to pay the remaining amount for the stay in the selected apartment, less the already paid deposit, no later than 14 days before the planned stay, by wire-transfer to the specified bank account.
7. Failure to pay the deposit or the entire amount for rental within the prescribed period, in cases indicated in § 2 point 5 of the present Agreement, is tantamount to a free cancellation of the initial booking.
8. Once the deposit or the entire amount for rental has been received, in the cases indicated in § 2 point 6 of the present Agreement, the booking status shall change to "Guaranteed Booking", and as such the customer shall receive a "Booking confirmation" to their e-mail address.
9. Failure to pay the amount referred to in § 2 point 6 is tantamount to cancelling the reservation. Deposits are non-refundable.
10. The apartment owner reserves the right to cancel the booking free of charge 14 days before the planned stay. If the customer had paid the 30% deposit, it shall be returned within 3 days to the customer's specified bank account.
11. In the event of cancellation within less than 14 days before the scheduled arrival or in the event of the customer failing to show up at the apartment, the owner will charge the customer with the full payment for the booking.
12. For apartment bookings for stays longer than 7 days, it is possible, at the request of the customer, to individually agree on the payment method for the stay at the apartment (applicable to 8th and subsequent days at the apartment).
13. The person making the booking agrees for their personal data to be added to the LuxuryApartaments customer database. The data will be processed only for the purpose of booking, facilitating subsequent bookings and for marketing purposes in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data. Consent to the processing of personal data for marketing purposes is voluntary. Personal data are protected in accordance with the aforementioned Regulation in a manner preventing third party access. Customers reserve the right to review their data, edit it or request its eradication. In order to perform the above tasks, the customer shall contact the data controller. The lessor is the data controller.
14. Apartment bookings should be made at least one day prior to arrival.

§ 3

THE CUSTOMER'S STAY

1. Check-in time: 3:00 pm on arrival date, check-out time: 11:00 am on departure date.
2. The customer shall inform the staff about the estimated time of arrival at the apartment at least one day before arrival.
3. Subject to availability, it may be possible to collect the keys earlier: please make arrangements with the staff in advance.
4. If it is not possible to arrive at the previously agreed time, the customer shall immediately contact LuxuryApartments staff in order to provide a new key collection time.
5. Check in times: between 3:00 pm and 10:00 pm. If arriving outside of those hours please contact the staff one day before arrival and arrange check-in time via the telephone or e-mail.
6. Apartment keys shall be handed over to the customer on the arrival day at the apartment pursuant to prior arrival time arrangements made by telephone or e-mail. When checking-in the customer shall provide a valid identification document with a photograph (identity card, passport).
7. The staff have the right to refuse to hand over the keys if the guest:
 - a. does not have a valid identification document,
 - b. is under the influence of alcohol or other intoxicants,
 - c. behaves in an aggressive manner.
8. The customer is obliged to leave the apartment in a non-deteriorated condition in relation to the condition in which it was received.
9. The customer is obliged to use the apartment in accordance with its purpose and not to remove any equipment.
10. The customer is obliged to secure the apartment during their absence by closing the windows and locking the door.
11. The customer is financially liable for any damage caused to the apartment, attributable to the customer or his/her guests and undertakes to cover the costs for the damage caused.

§ 4

CHECK OUT AND DEPARTURE

1. Latest check out time: 11:00 am. The time of departure is agreed with the customer by telephone at least one day before leaving the apartment. A LuxuryApartments employee shall come to the apartment and collect keys.
2. It is possible to check out between 8:00 and 11:00 am.
3. Departure from the apartment after 11.00 am without prior arrangement with LuxuryApartments staff, shall be treated as an extension of the stay by another day and charged according to the current price list.

4. Stay extensions should be reported to LuxuryApartments staff no later than by 5.00 pm on the day preceding the expiry of the booked period. A stay extension will only be possible subject to LuxuryApartments' apartment availability.

§ 5

ACCOMMODATION AND BOOKING CANCELLATIONS, EARLY DEPARTURES

1. Cancelling or nullifying bookings up to 7 days prior to arrival is free of charge. Customers cancelling or nullifying bookings less than 7 days prior to arrival shall forfeit their deposit.
2. Booking dates may only be changed pursuant to LuxuryApartments consent.
3. LuxuryApartments reserves the right to refuse a refund for early guest departure. For early departures, the customer is obliged to cover 100% of the costs of accommodation which they did not make use of.
4. Any changes should be notified by telephone or email to info@luxuryapartments.pl . At the same time LuxuryApartments reserves the right to reject changes to the booking if such changes are not feasible for objective reasons. If a booking is cancelled due to the inability to make changes, tantamount to a withdrawal from the Agreement, the customer shall not be entitled to a deposit refund.

§ 6

ALTERNATIVE APARTMENT

1. In the event of unforeseeable circumstances, the consequences of which cannot be eliminated immediately, LuxuryApartments undertakes to provide an alternative apartment, similar to the apartment originally booked, or a higher standard apartment, if one is available. If no apartments are available, LuxuryApartments reserves the right to cancel the booking. In such circumstances, the amounts paid by the customer are refunded within 3 business days to the bank account number indicated by the customer.

§ 7

THE CUSTOMER'S DUTIES

1. The customer is obliged to maintain the premises in a proper condition, observe the night curfew between 10.00 pm and 6.00 am, use the apartment in accordance with its intended purpose, and only for purposes related to tourist and leisure activities or a business trip.
2. The number of people staying in the apartment cannot exceed the number specified during booking.
3. The customer is obliged to immediately report to the staff missing apartment equipment and any damage or damage caused to the apartment.
4. The customer bears full financial responsibility for any damage caused to the apartment and the building wherein the premises are located.
5. Persons staying at the premises and disturbing order, good customs, posing a threat to other people staying at the site, as well as people who do not observe the provisions of these terms and conditions and staff instructions, may be removed from site.

6. Consuming meals, drinking alcohol and smoking cigarettes are strictly forbidden in the SPA and gym facilities, swimming pool, steam baths and sauna.

7. Only persons specified during the booking process may use the SPA facilities.

8. Minors may only use the SPA facilities under adult supervision. Parents or legal guardians shall be liable for damages caused by minors.

§ 8

COMPLAINTS

1. The customer may submit a complaint about the service, in accordance with the applicable provisions of the Civil Code.

2. The basis for considering the complaint is a written application submitted in person or via e-mail to: info@luxuryapartments.pl.

3. LuxuryApartments shall process complaints within 14 days of receiving the complaint.

4. LuxuryApartments shall inform the customer once the complaint is processed to the specified e-mail address or by telephone.

§ 9

ADDITIONAL INFORMATION

1. Smoking and pets are forbidden in all LuxuryApartments apartments. Failure to observe this prohibition may result in a PLN 500 penalty.

2. Throughout the whole stay it is forbidden for a larger number of people than at the time of booking to stay in the apartment. Failure to observe this prohibition may result in a PLN 500 penalty payable for every person over and above that indicated during the booking process.

3. LuxuryApartments shall not be responsible for items left in the apartment.

4. The customer bears full financial responsibility for any damage and destruction of the apartment equipment and devices, attributable to them or their guests.

5. LuxuryApartments shall not be responsible for any inconvenience caused during the stay related to: construction or decorating works, which may be carried out at the site where the apartment is located; the same applies to utilities delivery interruptions.

6. Provisions of the Civil Code (Journal of Laws 1964 No. 16 item 93) of 23 April 1964 shall apply to any matters not regulated herein.

7. Polish law shall apply to any disputes between LuxuryApartments and the customer.

In the first place, the parties undertake to resolve any disputes arising from the agreement binding the parties amicably through joint negotiations. In the event of a failure to find a settlement, disputes will be settled by a court with jurisdiction over LuxuryApartments' registered address.

The present T&C are valid from: 1 January 2018.