



# flat2rent

## GENERAL TERMS AND CONDITIONS FOR MEDIUM TERM TEMPORARY ACCOMMODATION

**Flat2Rent** – Flat2Rent Aleksandra Hauser, Wojciech Sosiński Partnership, registered in Gdańsk, 18/12 Długie Ogrody street, 80-765 Gdańsk, VAT no. **5833387907**, REGON **385383793**, being a party to the rental agreement of the **Apartment** with the **Customer** for temporary accommodation.

**Customer** – person or legal entity, being a party to the rental agreement of the **Apartment** from resources of **Flat2Rent**, for the temporary accommodation.

**Apartment** – residential premise, described in detail in the **Flat2Rent** offer, which the **Customer** rents for a temporary accommodation.

**Agreement** - document, being integral part of these General Terms & Conditions, specifying detailed arrangements concerning duration, rules and costs of temporary use of the **Apartment** by the **Customer**.

### § 1 General provisions

1. These General Terms & Conditions of use of the premises, hereinafter referred to as the **GT&C**, constitute an integral part of the temporary accommodation agreement concluded between the **Customer** and **Flat2Rent**.
2. **Flat2Rent** declares that under the contract with the owner of residential premise, hereinafter referred to as the **Apartment**, is entitled under rental management to provide services to the **Customers** of temporary accommodation in the **Apartment**.
3. Under the **Agreement**, **Flat2Rent** undertakes to prepare and make available the **Apartment** for the **Customer** for agreed remuneration.

### § 2 Reservation

1. Before making a reservation and entering into the accommodation **Agreement**, the **Customer** undertakes to become familiar with the content of these **GT&C**. By making the reservation **Customer** accepts the **GT&C**.
2. Reservations can be made using the information and communication technologies. In this case, it is prohibited for the **Customer** to provide illegal content.
3. The current list of **Apartments** for rent and their detailed description can be found at [www.flat2rent.eu](http://www.flat2rent.eu)
4. **Apartment** reservations can be made by the **Customer** online via the website [www.flat2rent.eu](http://www.flat2rent.eu), by e-mail (e-mail address: [office@flat2rent.eu](mailto:office@flat2rent.eu)), by phone at **+48 503 328442** or in person during direct contact with a representative **Flat2Rent**.
5. After booking the **Apartment** online or by e-mail, the **Customer** will receive to his electronic mailbox a confirmation email containing information about the reservation.
6. In the event of booking by telephone, also the confirmation of booking must be made by telephone. Confirmation of booking by phone also means the conclusion of the **Agreement** on the conditions set out in the **GT&C**.



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7. If the reservation is made and it is not confirmed within 24 hours since making it, the reservation will be cancelled.
8. **Apartment** reservations can be made for a period of not less than 28 calendar days, which is also the minimum duration of the reservation.
9. Photos, equipment and conveniences in the **Apartments** as well as the prices given on the website are for information, demonstration and advertising. The actual condition of the **Apartment** and the price of its rental will be given in the **Agreement** of stay received after booking, in a telephone conversation or during direct contact with a **Flat2Rent** representative.

### § 3 Service fee and payment terms

1. The reference period is defined as the calendar month.
2. On the base of invoices issued by **Flat2Rent**, fees for renting of the **Apartment**, service fees related to administration costs and estimated costs of used utilities will be paid by the **Customer** in advance, not later than 5 working days from the date of receipt of the invoice. The date of receipt is the date **Flat2Rent** gets the payment to the bank account.
3. Rental fees of the **Apartment** are always given in the **Agreement** of stay received electronically after the reservation, by phone when making the phone reservation or during direct contact with a **Flat2Rent** representative.
4. The fee indicated in the price offer on the website and in the **Agreement** includes all taxes.
5. The fee for renting of the **Apartment** includes the fees for preparing of the **Apartment** for the time of reservation and the fee for staying in the Apartment of the number of people specified in the **Agreement**. Additional fees and deposits indicated in the **Agreement** may be added to the rental fee.
6. The fee for renting of the **Apartment** does not include additional services.
7. After making the reservation, within 2 calendar days (48 hours) at the latest, the **Customer** is obliged to pay the amount of the reservation fee to the bank account indicated in the **Agreement**. The date of receipt is the date **Flat2Rent** gets the payment to the bank account. No payment in the mentioned above period gives **Flat2Rent** the right to cancel the reservation.
8. The remaining part of the fee for renting of the **Apartment** in the form of fee and costs of staying in the **Apartment** may be transferred to a **Flat2Rent**'s bank account or paid by cash on the conditions set out in the **Agreement**.
9. The **Customer** bears the administrative fees and the actual costs of utilities consumed for the period of reservation:
  - a. utilities according to the meters assigned to the premise (electricity, central heating, gas, cold water, hot water, sewage) equal to the rates set by the providers of utilities,



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- b. administrative fees set for the **Apartment** by the administrator of the **Apartment**,
- c. fees for other utilities equal to the rates set by the providers of utilities (TV, Internet).

#### § 4 Change and cancellation of the reservation by the Customer

1. Changing the booking date is possible only if the Apartment is available on the new date proposed by the Customer. In this case, changing the date of the reservation is not subject to an additional fee. Up to 14 days before the planned arrival it is possible to change the date of the reservation free of charge, if the Apartments are available.

#### § 5 Change and cancellation of the reservation by the Flat2Rent

1. Changing the booking by **Flat2Rent** is only possible in case of force majeure preventing the performance of **Flat2Rent**'s services. Force majeure means natural disasters, occupation of the Apartment by any state authority for any purpose, strikes, wars and riots, and deprivation of the Apartment's electricity, gas, heating energy or water. In such a case **Flat2Rent** is obliged to offer the **Customer** an alternative date or withdraw from the agreement by returning the paid reservation fee (cancellation).
2. In exceptional situations, breakdowns in the **Apartment** or other random events, **Flat2Rent** reserves the right to provide alternative **Apartment** with parameters and area like the booked **Apartment**, in the same city. If the **Customer**'s consent to the alternative **Apartment** is not agreed, the agreement is terminated and **Flat2Rent** is obliged to return the reservation fee to the **Customer**.
3. **Flat2Rent** reserves the right to cancel a reservation without providing a reason within 24 hours after making it. In the event of cancellation, the **Customer** will receive a refund of all paid reservation fees.

#### § 6 Customers accommodation procedure

1. The accommodation in the **Apartment** starts from 15.00 on the first day of the booked date. The **Customer** is obliged to take over the **Apartment** from a **Flat2Rent** representative at the time set by the Parties, checking its technical condition and cleanliness. If the arrival is planned at other time, the **Customer** is obliged to inform **Flat2Rent** at least 24 hours before the day of arrival.
2. **Flat2Rent** has the right to collect a deposit from the **Customer** in the amount specified in the **Agreement** to secure possible compensation claims. The deposit is interest-free and is refundable at the end of the **Customer**'s stay when the keys to the apartment are returned. If it is impossible to check the Apartment in the presence of the **Customer**, **Flat2Rent** reserves the right to check the **Apartment** within a maximum of 2 days from the Customer's departure and return the deposit by bank transfer to the **Customer**'s account within 10 days from the date of departure.



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3. The end of the accommodation takes place at 11.00 on the last day of the booked date. Until 11.00 or at another time agreed with **Flat2Rent**, the **Customer** is obliged to return the keys to a **Flat2Rent** representative.
4. The **Customer** is obliged to comply with the general principles of social coexistence, curfew, health and safety and fire protection of the building. In the hours from 22:00 to 06:00, any behavior disturbing the residents' leisure is prohibited.
5. The **Customer** undertakes to use the **Apartment** in accordance with its intended purpose, not to remove any elements of its equipment and decorations from the **Apartment** and undertakes not to copy the keys to the **Apartment** given to him for the period of stay.
6. The **Customer** is obliged to maintain the cleanliness, order and maintenance of the Apartment, as well as to ensure its proper sanitary and technical condition. The **Customer** is responsible for any damage caused by him or third parties in the **Apartment**.
7. **Customer** undertakes to provide the **Apartment** for the purpose of checking the technical condition of the **Apartment** each time at the request of a **Flat2Rent** 's employee. **Flat2Rent** undertakes to give notice of the planned check at least 12 hours before the planned check and to carry out the check in the presence of the **Customer**.
8. Smoking in the **Apartment** is prohibited. A **Customer** who does not comply with this prohibition will be charged a fee of PLN 500, which is equivalent to the cost of washing curtains and bedspreads in the **Apartment**.
9. The **Customer** is always obliged to secure the **Apartment** in case of leaving it, closing the windows, main water valve and the entrance door and to be careful about the key.
10. The **Customer** undertakes not to keep animals in the Apartment (unless agreed otherwise with **Flat2Rent** or his booking office).
11. After the reservation period, the **Customer** is obliged to leave the **Apartment** in good condition as the result of the correct use.
12. **Flat2Rent** is not be liable for any inconveniences of **Customer** caused during their stay related to: construction or finishing works that may be carried out on the premises of the **Apartment** and around the **Apartment**, interruption of the media supply not caused by **Flat2Rent** and noise emissions from neighboring properties.
13. In the event of a return of the **Apartment** in a deteriorated condition beyond normal use, **Flat2Rent** has the right to deduct from the deposit the amount covering the costs of bringing back the **Apartment** to a proper condition.
14. If the value of the claims exceeds the value of the deposit, the **Customer** is obliged to cover this difference immediately.
15. In the event of an extremely gross or hooligan violation of the rules set out in this paragraph, **Flat2Rent** has the right to terminate the agreement with immediate effect and remove the **Customer** with his accompanying persons from the **Apartment**.



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16. The **Customer** is not allowed to sublet the **Apartment** or give for free use to third parties without getting approval from **Flat2Rent** in the written form.
17. During the stay in the **Apartment**, the **Customer** has the right to submit all comments and requests to the **Flat2Rent**'s phone number **+48 503 328442** or by e-mail to the address [office@flat2rent.eu](mailto:office@flat2rent.eu).

## § 7 Withdrawal from the agreement

1. The **Customer** has the right to withdraw from the **Agreement** without giving a reason, before the date of completion of the reservation with 14 days effect, not earlier than after the minimum duration of the reservation specified in § 2 point 8.
2. If the **Customer** uses the right to withdraw from the **Agreement**, is obliged to pay for the services provided to him until the moment of withdrawal from the **Agreement**. This applies to payment for the stay in the **Apartment**, which has already been completed, the costs of utilities consumed and administrative fees arising during this period, as well as payment for the preparation of the **Apartment** for its further use.
3. Withdrawal from the agreement should be made by phone or email.

## § 8 Complaints

1. The **Customer** has the right to use the right to complain about the service and lay claims in this respect, in accordance with applicable law.
2. A condition for admitting a complaint is submitting it to **Flat2Rent** in writing or via electronic contact at the following address: [office@flat2rent.eu](mailto:office@flat2rent.eu).
3. Complaints will be settled within 30 days of their receipt. Information on the effect of the complaint will be sent to the Customer to the e-mail address, postal address or by phone indicated by him. If the complaint is accepted, the **Customer** will receive monetary compensation in the amount proportional to the damage.

## § 9 Personal data protection

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and free flow of such data, we inform that:

1. The administrator of your personal data is **Flat2Rent** Partnership Aleksandra Hauser, Wojciech Sosiński Partnership registered in Gdańsk, 18/12 Długie Ogrody, 80-765 Gdańsk, VAT no. **5833387907**, REGON **385383793**. Contact regarding the protection of personal data [odo@flat2rent.eu](mailto:odo@flat2rent.eu).
2. Your personal data will be stored for the duration of this agreement and processed only for its execution by both the Administrator and entities cooperating with him for the execution of this contract.
3. You have the right to access your data and rectify it, as well as the right to delete, limit processing, transfer, raise an objection to processing in cases and under the conditions set out in the Regulation (EU).



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## § 10 Court

All disputes, controversies or differences that may arise from the Agreement will be finally settled by a court competent for **Flat2Rent**.