

Rules of the "W Sercu Warszawy" Apartments

§ 1. Definitions

The terms used in the Rules shall have the following meanings:

1. **Apartments** (or **Apartment** in singular) – separated units in the building at street Wilcza 19 in Warsaw, intended for provision of hospitality services in the form of short-term rental by the Guests for Hotel Days, made available to the Guests and managed by the "W Sercu Warszawy" Apartments, owned by a third party, detailed in the offering of the "W Sercu Warszawy" Apartments made available on the Website or at the Reception Desk in particular;
2. **Hotel Day** – the smallest unit of time for which the Apartments are rented out, starting at 16:00 and ending at 11:00 on the following day;
3. **Guest** – an individual who would like to conclude or has concluded a contract of use of the Services with for their own benefit or for the benefit of another individual for whom such a contract is concluded, an individual entitled to use the Services as per these Rules as well as an individual using the services provided by the "W Sercu Warszawy" Apartments by electronic means in order to use the Services (in particular for electronic reservation of the Apartment), including the Main Guest.
4. **Main Guest** – an individual who made the Reservation (as defined in Clause 3 of the Rules) regardless of whether or not they have been accommodated and remain in the Apartment for the period covered by the Reservation;
5. **Visitor** – an individual who is not the Guest, has not been accommodated in the Apartment and remains in the area of the Apartment in connection with the Guest's stay in the Apartment;
6. **"W Sercu Warszawy" Apartments** – the company under the name of Grupa INCO S.A. with registered office in Warsaw, address: ul. Wspólna 25, 00-519 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under number 101255, Tax ID No.: 526-03-00-428, Statistical ID No.: 000599764;
7. **Website** – the website with its features, made available and administered by the "W Sercu Warszawy" Apartments, which allows familiarisation with the offering of the Services and the Reservation of the Apartments, available at www.wsercuwarszawy.pl;
8. **Reception Desk** – the reception desk of the Apartments provided by the "W Sercu Warszawy" Apartments for the service of stay of the Guests in the Apartments, located at ul. Wspólna 25 in Warsaw or another place in Warsaw as specified on the Website;
9. **GDPR** – 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 on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
10. **Services** – hospitality services in the form of rental of the Apartments by the Guests for short-term stays counted in Hotel Days, provided by the "W Sercu Warszawy" Apartments, related services offered at the given time by the "W Sercu Warszawy" Apartments as well as services provided by the "W Sercu Warszawy" Apartments electronically which allow familiarisation with the offering of the rental and reservation of the Apartments;
11. **CC** – the Civil Code of 23 April 1964;
12. **CRA** – the Consumer Rights Act of 30 May 2014;
13. **APSEM** – the Act of 18 July 2002 on the provision of services by electronic means.

§ 2. General Provisions

1. These rules ("**Rules**") specify the principles of provision of the Services, including the Services provided by electronic means by the "W Sercu Warszawy" Apartments. The Rules are available at the Reception Desk, in the Apartments and on the Website. The Guest shall read the Rules before paying the price for staying in the Apartment.

2. The "W Sercu Warszawy" Apartments shall provide the Services, including rental of the Apartment for short-term stays, according to the currently effective offering of the "W Sercu Warszawy" Apartments made available for the Guest to read on the Website, at the Reception Desk and otherwise as provided by the "W Sercu Warszawy" Apartments.
3. By making the Reservation and paying the price for stay in the Apartment as specified in the e-mail from the "W Sercu Warszawy" Apartments concerning the Reservation (as specified in Clause 3(4) of the Rules), a contract is made between the "W Sercu Warszawy" Apartments and the Main Guest regarding a short-term rental of the Apartment on the terms specified in the Reservation and these Rules and regarding provision of other Services related to the stay in the Apartment as offered in that time by the "W Sercu Warszawy" Apartments, used by the Guest. The Contract shall expire upon the Guests checking out of the Apartment covered by the Reservation, not later, however, than upon the lapse of the last Hotel Day covered by the Reservation.
4. By making the Reservation, or – in the case of the Guests who do not make the Reservation directly – by accommodating in and checking into the Apartment, the Guest expresses their consent to using the Apartment and other Services offered in that time by the "W Sercu Warszawy" Apartments on the terms specified in the Reservation and in these Rules.
5. The Main Guest and the other Guests shall not be entitled to withdraw from the contract of provision of the Services by the "W Sercu Warszawy" Apartments as per Art. 38(2) of CRA;
6. The "W Sercu Warszawy" Apartments shall not offer any parking or garage spaces.
7. The standard of the Apartments and their furnishings shall be specified in the currently effective offering of the "W Sercu Warszawy" Apartments, which is made available to the interested, particularly via the Website, e-mail correspondence or phone or at the Reception Desk of the Apartments.
8. The current pricelist of the Services and schedules of fees in the Apartments is made available on the Website. If the Apartment is reserved via third party websites, the prices shall be provided in such third party websites.

§ 3. Reservation of the Apartments and Payments

1. The Reservation of the Apartments can be made in one of the following manners:
 - 1.1 by phone – at the telephone number provided on the Website;
 - 1.2 by electronic means – via e-mail correspondence sent at the e-mail address provided on the Website;
 - 1.3 online – via the Website or the third party websites where the Apartments are available;
 - 1.4 in person at the Reception Desk of the Apartments.
2. The Reservations made in the manner specified in Clause 3(1) above (the Reservations made via the Website in the case of online Reservations) shall be preliminary reservations and shall not bind the "W Sercu Warszawy" Apartments. They shall be confirmed by e-mail by "W Sercu Warszawy" Apartments and shall require full payment for the stay in the Apartment. The following principles shall apply to the reservations made in the manner specified in Clause 3(1) above directly at the "W Sercu Warszawy" Apartments. Online reservations the via third party websites where the Apartments are available shall be made according to the principles specified by the third parties in question in their rules and terms of service.
3. In order to allow the "W Sercu Warszawy" Apartments to confirm a preliminary reservation, the Main Guest shall provide at least the following data: full name, dates of the stay – the dates covering the Hotel Day or its multiple, the number of the Apartments, the number of the Guests in the Apartments, mobile telephone number, e-mail address.

The effects of providing incorrect data by the Main Guest during the reservation process, including no possibility of contacting them to confirm the preliminary reservation, shall burden the Main Guest only.

4. In response to the preliminary reservation of the Apartment made by the Main Guest in the manner specified in Clauses 3(1) and (3) above, the "W Sercu Warszawy" Apartments shall send to the e-mail address provided by the Main Guest the terms of the reservation and stay in the Apartment together with the price for the stay and notice on fees for additional services if such are offered and requested by the Guest, including the manner of payment of the price for the stay and the fees for additional services.
5. Upon payment of the price for the stay specified in the e-mail from the "W Sercu Warszawy" Apartments contemplated in Clause 3(4) above, the "W Sercu Warszawy" Apartments shall confirm the reservation and the "W Sercu Warszawy" Apartments shall provide the Apartment free from any defects and in the offered standard, subject to Clauses 3(6) and (7) below ("**Reservation**"). The payment shall be deemed made upon crediting the bank account of the "W Sercu Warszawy" Apartments with the full amount of the price for stay via bank transfer or online, according to the e-mail of the "W Sercu Warszawy" Apartments, or upon paying the price for stay with a payment or credit card at the Reception Desk of the Apartments.
6. In the period from the Main Guest's making the preliminary reservation of the Apartment as specified in Clause 3(1) above to the payment of the price as specified in Clause 3(5) above, the reservation shall not be guaranteed.

In that period the "W Sercu Warszawy" Apartments can rent the Apartment out to another Guest who pays the price for stay first. If despite the payment of the price for stay by bank transfer, it turns out that another Guest made the Reservation and paid the price for stay in the Apartment first, the reservation shall be deemed non-existent and the amount paid by the Guest paying later shall be refunded to the bank account with which the price was paid within 14 (fourteen) days from the payment date.

7. If the Website allows the "last minute" Reservation on the terms specified on the Website, such a Reservation must be paid for by the Main Guest with a payment or credit card at the Reception Desk, before checking into the Apartment at the latest.
8. The Guest shall not acquire any claims for the availability of the specific Apartment unless the "W Sercu Warszawy" Apartments have confirmed its availability in the Reservation.
9. The "W Sercu Warszawy" Apartments shall provide the prices for stay in the Apartment in PLN, inclusive of VAT. The prices for stay in the Apartment shall be paid in PLN.
10. The "W Sercu Warszawy" Apartments shall issue a VAT invoice for the price for stay in the Apartment using the data provided by the main Guest if such a request is made during the preliminary reservation process specified in Clause 3(1) above.
11. Additional fees resulting from the stay in the Apartment for the Guest's using additional Services related to the stay in the Apartment (if such Services are offered by the "W Sercu Warszawy" Apartments) shall be paid by the Guest upon check-out at the latest.
12. If third parties – agents – make the Apartments available, reservations of the Apartments are made and cancelled by those agents, for which the "W Sercu Warszawy" Apartments shall not be liable.
13. The Reservation of the Apartment can be made only by the person who has turned 18 at the time of accommodating in and checking into the Apartment. At least one person accommodated and checked into the Apartment must be of legal age. Otherwise the "W Sercu Warszawy" Apartments can refuse to make the Apartment available despite successful Reservation and to let the Guests in and shall not be required to refund the paid price for the stay covered by the Reservation.
14. The Guest can be charged with the following fees added to the price for stay in the Apartment, payable upon the Reservation:

- 14.1 fees for the additional Services related to the stay in the Apartment, ones which the Guest used, if such Services are offered by the Organiser;
- 14.2 liquidated damages specified in these Rules.

§ 4. Reservation Cancellation and Rescheduling

1. The Main Guest can cancel the Reservation free of charge not later than 5 (five) days before the starting date of the stay specified in the Reservation. If the Reservation is cancelled later than 5 days before the starting date of the stay, the Main Guest shall be charged for the first two Hotel Days covered by the Reservation as the earnest money defined below.

The above amount, equalling the first two Hotel Days covered by the Reservation, retained by the "W Sercu Warszawy" Apartments if the Reservation is cancelled later than 5 days before the starting date of the stay, shall be earnest money paid by the Main Guest and retained by the "W Sercu Warszawy" Apartments as a result of the Main Guest's failure to perform the contract with the "W Sercu Warszawy" Apartments at the fault of the Guest.
2. If the Reservation is cancelled by the Main Guest free of charge, the price for stay paid by them shall be refunded to the bank account with which it was paid within 14 (fourteen) days from the payment date or, if the payment was made with a credit (or payment) card, within 14 (fourteen) days from the day when the Main Guest sends an e-mail specifying the account bank number to which the paid price is to be refunded. If the Reservation is cancelled later than 5 days before the starting date of the stay and if the "W Sercu Warszawy" Apartments retains the earnest money specified in Clause 4(1) above, the Main Guest shall be refunded the amount of the price for the stay less the amount of the earnest money.
3. The dates covered by the Reservation can be changed at the request of the Main Guest if the "W Sercu Warszawy" Apartments is in the position of doing so; however, the request of the Guest for such a change shall not be binding on the "W Sercu Warszawy" Apartments.

§ 5. Hotel Day

1. The Apartments shall be rented out to the Guests for the Hotel Day or its multiple.
2. The "W Sercu Warszawy" Apartments shall not be required to extend or shorten the Hotel Day.
3. The "W Sercu Warszawy" Apartments can extend the Hotel Day at the request of the Guest if the "W Sercu Warszawy" Apartments are in the position of doing so. The request for extending the Hotel Day shall be made in person at the Reception Desk of the Apartments by 10:00 on the day when the last Hotel Day of the Guest ends.
4. If the Guests check out of the Apartment or leave the Apartment without checking out before the end of the Hotel Day, the price for the stay covered by the Reservation shall not be reduced or refunded.
5. The Guests shall hand keys over and check out of the Apartment at the Reception Desk of the Apartment by the time at which the Hotel Day ends. If such a time is crossed, the "W Sercu Warszawy" Apartments reserve the right to collect 100% of the price for the next Hotel Day.

§ 6. Extending and Shortening Stay in Apartment

1. Within the scope of the abilities of the "W Sercu Warszawy" Apartments, at a request of the Guest the "W Sercu Warszawy" Apartments can extend the stay of the Guest in the Apartment where they Guest is staying or in another available Apartment by another Hotel Day or its multiple, provided that the Apartments are available.
2. In order to extend the stay of the Guest, their request must be made in person at the Reception Desk of the Apartments by 10:00 on the day when the last Hotel Day of the Guest ends.

3. The "W Sercu Warszawy" Apartments can make the extension of the stay of the Guest in the Apartment conditional on the upfront payment for the period of the extended stay or the payment of the full price and all additional fees for the stay so far.
4. The "W Sercu Warszawy" Apartments shall not be required to extend the stay of the Guest for the next Hotel Days and shall not guarantee the availability of the Apartments after the lapse of the stay covered by the Reservation.
6. If the Guests shorten the stay in the Apartment and check out of the Apartment at any time before the end of the last Hotel Day covered by the Reservation or leave the Apartment without checking out, it shall not entitle the Guest to reduce the price for the stay covered by the Reservation or demand refund of the price already paid.
7. If the Guests shorten the stay in the Apartment and check out of the Apartment at any time before the end of the last Hotel Day covered by the Reservation or leave the Apartment without checking out, The Reservation and the contract in the part dealing with the remaining period of the Reservation shall expire (subject to Clause 6(6) above) and the Guests shall not be able to check in again and be accommodated again in the period covered by the Reservation.

§ 7. Terms of Stay in Apartment

1. For the Guest to check into the Apartment, they must produce a valid identity document with a photo, that is their identity card or passport, to the employee at the Reception Desk of the Apartments. If the Guest cannot check in the Apartment because they have failed to produce the valid identity document, it shall not entitle the Guest to the refund of the price paid for the stay in the Apartment.
2. The number of the Guests in the given Apartment, including minors regardless of age, cannot exceed the number specified for the given Apartment by the "W Sercu Warszawy" Apartments (on the Website or otherwise).
3. The Visitors can remain in the Apartment as guests from 7:00 to 22:00.
4. The Guest cannot lend the Apartment for use by third parties not checked into the Apartment.
5. The Apartments can be used solely for recreation, holiday or short-term stay, such as business trips. The Apartments cannot be used for organisation of events such as bachelorette parties or other similar social gatherings.
6. The "W Sercu Warszawy" Apartments reserve the right to refuse or cease to provide any Services before the end of the stay covered by the Reservation without refunding the paid price for stay if the individual, under the influence of drugs or alcohol, grossly disturbs the order or poses threat for life or health of others or their own or behaves in a manner evoking justified suspicion of such threat or in a manner posing threat of property damage and loss to the "W Sercu Warszawy" Apartments, other Guests or the residents of the real property where the Apartments are located (the "**Real Property**").
7. The Guest shall follow all principles of safety and order effective in the Apartments and in the Real Property. If there is a need for evacuation or taking other action to prevent negative effects for life, health, public health, including epidemiological threat or epidemic, property, the environment or public order, the Guest shall follow the instructions of the "W Sercu Warszawy" Apartments and their employees.
8. The period from 22:00 to 6:00 on the following day shall be the quiet hours in the Apartments and in the Real Property. If the quiet hours are disturbed and after the Guest refuses to abide by the request of an employee of the "W Sercu Warszawy" Apartments to stop the disturbance, the "W Sercu Warszawy" Apartments reserve the right to call the Police or the Municipal Police to ensure peace to the other Guests and residents of the real property and the Guest shall cover the costs of the above.
9. In the Apartments and the Real Property, it shall be prohibited to:

9.1 bring in or use own electric devices, gas cylinders, pyrotechnic means, lanterns, bangers etc.,

9.2 bring in or store hazardous materials and goods, including but not limited to arms, ammunition, inflammable materials, explosive materials and lighting materials,

9.3 use open fire, e.g. candles, electric irons and other similar appliances which are not provided in the Apartment;

9.4 possess and take illegal drugs. If this prohibition is found breached, it shall be reported to the Police and the Guest shall immediately leave and check out of the Apartment without the right to the refund for the shortened stay in the Apartment covered by the Reservation;

9.5 canvass and practice door-to-door sales;

9.6 make noise, cause bad odours or do any other activities which disturb or harm the other Guests or residents of the Real Property.

10. Pets shall be prohibited and cannot stay in the Apartments.

If a pet stays in the Apartment, the "W Sercu Warszawy" Apartments can charge liquidated damages of PLN 300 due to the necessity to cover damage in the form of costs of additional cleaning and removal of odours in the Apartment, which are always part and parcel of pets staying in rooms, and if a pet causes damage to the Apartment or the Real Property, which damage is sustained by the "W Sercu Warszawy" Apartments or the owner of the Apartments, in excess of the above liquidated damages, the "W Sercu Warszawy" Apartments can seek damages from the Guests on generally applicable provisions of law.

11. There is a complete prohibition of smoking tobacco products, including cigarettes and e-cigarettes, in the Apartments and the Real Property. Should the above prohibition is contravened, the Guests shall be charged with the costs of refreshment of the Apartment. If a desmoking or fire system is triggered or a fire brigade arrives, the Guests shall be charged with the related costs. Each trigger of any of the above systems costs net PLN 500.

12. The Guests cannot make any changes in the Apartments and their furnishings. The Guests shall leave the Apartment they stay in and its furnishings in a non-deteriorated condition, i.e. barring normal wear and tear in the period of stay of the Guests, and in the condition not posing a threat of damage to the Apartment or the Real Property, including turning water and gas off and locking the Apartment. If modifications are introduced in the Apartment that result in the destruction or damage of the Apartment or its furnishings or the breach of the obligation to leave the Apartment in a non-deteriorated condition, the "W Sercu Warszawy" Apartments can charge liquidated damages of PLN 500 in connection with the necessity to repair the damage, which shall not exclude the right of the "W Sercu Warszawy" Apartments to seek damages on generally applicable provisions of law if the damage exceeds the amount of the liquidated damages,

13. The Guests shall take care of the luggage and belongings of theirs, the individuals under their supervision or care and the Visitors, ones brought in the Apartment.

14. The belongings left in the Apartment by the Guests who have checked out of the Apartment or left it without checking out shall be sent back to the address specified by the Guests in the Reservation or during the check-in process at their expense. If no information has been provided about the address of the Guest to which their belongings can be sent, the "W Sercu Warszawy" Apartments shall store the belongings at the expense of the Guest for a maximum of 3 months from the day when the Guest checked out of the Apartment or left it without checking out. Upon the lapse of that period, the "W Sercu Warszawy" Apartments shall acquire the rights to the above belongings. Foodstuffs and perishable products shall be stored for 24 hours.

15. The "W Sercu Warszawy" Apartments shall have the statutory right of pledge on the belongings brought by the Guests in the Apartment if the Guests fail to settle any fees for the Services provided by the "W Sercu Warszawy" Apartments and used by the Guests after the last Hotel Day covered by the Reservation at the latest.

f-fc Liability of Guests

1. The Guests, including the Main Guest, shall be fully and severally liable for damage to the Apartment and to the Real Property which is attributable to them and which is sustained by the "W Sercu Warszawy" Apartments or the owner of the Apartments.
2. To the same extent as specified in Clause 8(1) above, the Guests shall also be liable for the damage caused by:
 - 2.1. the individuals under their supervision (minors in particular);
 - 2.2. pets under their supervision regardless of whether or not they remained in the Apartment with or without consent of the "W Sercu Warszawy" Apartments;
 - 2.3. the Visitors.
3. Adult Guests shall be responsible for the minors in the Apartment.
4. If the principles of safety of the Apartment or the Real Property are contravened so that there is threat to health or life or gross violation of general social norms, the "W Sercu Warszawy" Apartments can refuse to provide the Service to the Guests who contravene the above principles. In such a case, at the request of the "W Sercu Warszawy" Apartments (including a request communicated through an employee), such Guests shall immediately settle any and all unsettled fees for the current stay and shall leave the Apartment without the right to demand refund of the paid price for the entire stay covered by the Reservation.
5. If the Guest breaches any of the provisions of Clause 7(6) – (10) of the Rules and refuses to stop and repair the breach and repair the damage caused by the breach despite a request of the "W Sercu Warszawy" Apartments (including a request communicated through an employee, by phone, orally or otherwise), the Guest shall pay the "W Sercu Warszawy" Apartments the liquidated damages of PLN 500 per breach. In the case of damage to the Apartment or to the Real Property burdening the "W Sercu Warszawy" Apartments or the owner of the Apartments due to the breach of the above provisions in excess of the liquidated damages, the "W Sercu Warszawy" Apartments can seek damages on the generally applicable provisions of law.
6. The Guests shall be financially liable to the "W Sercu Warszawy" Apartments for any and all destruction and damage caused by them in the Apartment, prohibited modifications of the Apartment and destruction caused in the Real Property, ones which burden the "W Sercu Warszawy" Apartments or the owner of the Apartments. In the case of such destruction or damage, the "W Sercu Warszawy" Apartments shall be eligible for the liquidated damages specified in Clause 7(12) of the Rules and shall have the right to demand damages on the generally applicable provisions of law.
7. The "W Sercu Warszawy" Apartments reserve the right to charge the credit card of the Main Guest regardless of whether or not they stay in the Apartment and have checked into it and to collect the following fees from it:
 - 8.1. for the stay in the Apartment;
 - 8.2. for the provided Services used by the Guest;
 - 8.3. for the applicable liquidated damages specified in the Rules;
 - 8.4. other payments expressly specified in the Rules in connection with the stay of the Guests.By making the Reservation and concluding a contract with the "W Sercu Warszawy" Apartments, the Main Guest expresses their consent to debiting their credit card in the above scope.

§ 9. Liability of "W Sercu Warszawy" Apartments

1. The "W Sercu Warszawy" Apartments shall be liable for the loss or damage of the belongings brought in by the Guests using their Services in the scope specified by the provisions of CC. The "W Sercu Warszawy" Apartments shall not be liable for any belongings left outside the Apartment.

2. The Guest shall notify the Reception Desk of any damage as specified in Clause 9(1) above immediately upon finding it or else they shall lose the right to any claims for damage repair.
3. The "W Sercu Warszawy" Apartments shall not be liable for the loss or damage of money, securities, valuables or objects of scientific or artistic merit. The "W Sercu Warszawy" Apartments shall not offer storage of money or the objects listed in the previous sentence in a safe.
4. The "W Sercu Warszawy" Apartments can refuse to accept money, securities and valuable objects, particularly valuables and objects of scientific or artistic merit, for storage if such objects threaten the safety, show too high a value compared to the size or standard of the Apartment or take too much space. It shall be assumed that the value of the objects starting from which the "W Sercu Warszawy" Apartments can refuse to accept for storage is fifty times the value of the price for the Apartment covered by the Reservation of the Guest for one Hotel Day. The "W Sercu Warszawy" Apartments shall not be liable for damage or loss of the vehicle of the Guest or any objects left in the vehicle.
5. The "W Sercu Warszawy" Apartments shall not be liable for failure to provide or undue provision of the Services for reasons beyond their control, if force majeure occurs and if there are power interruptions or cuts or different failure beyond their control, particularly attributable to the service suppliers of the Apartments, as well as for reasons attributable to the state or epidemic or pandemic or threat of such a state, particularly if the "W Sercu Warszawy" Apartments is burdened with related restrictions imposed by the applicable provisions of law or the authorities.
6. The "W Sercu Warszawy" Apartments shall not be liable for any excessive noise resulting from the fact the real property where the Apartments are located is also occupied by other residents and located in the centre of the capital city of Warsaw.

§ 10. Rules of Provision of Services by Electronic Means

1. The "W Sercu Warszawy" Apartments provide the following services via the Website:
 - a. Reservation of the Apartments;
 - b. Service of payments for the Reservations using third parties providing services of electronic payments;
 - c. Provision of information to the Guests about the conditions required for making the Reservation and concluding the Contract of provision of the Services;
 - d. Provision of information to the Guests about the Apartments;
 - e. Provision of information to the Guests about the current offering of the "W Sercu Warszawy" Apartments;
 - f. Possibility of filing complaints about the Services provided by the "W Sercu Warszawy" Apartments.
2. In order to use the Website, the Guest must meet the following technical requirements:
 - a. Having Internet access;
 - b. Having access to a web browser that allows viewing documents and information placed on the Website;
 - c. Having access to a computer programme supporting documents in .pdf, .doc and .docx formats.
3. For the purposes of safety of the Website, it shall be recommended that the Guest:
 - a. Has a firewall enabled;
 - b. Has up-to-date antivirus software;
 - c. Has all available security-related updates of the operating system and web browser installed;
 - d. Has cookies and Java Script enabled in their website.
4. The Guest using the Website must not provide any illegal content.

5. The online Reservation of the Apartments via the Website is made as follows: The Main Guest chooses the Apartment, inputs the data required in the form made available on the Website, including full name and contact details, selects the available payment method and clicks "reserve". The details of reservation and the information about the given requirements imposed on the Main Guest shall be provided on the Website. After the reservation is thus made, the Main Guest shall receive an e-mail with conformation of the reservation and details for payment. Payments via the Website on account of the Reservation shall be made in the following manner: a traditional bank transfer or an online payment. In the case of an online payment, the Main Guest shall be redirected to the website of a third party servicing online payments, where the payments shall be served on the terms provided by that third party.
6. Cancelling a reservation via the Website requires that the Main Guest send an e-mail to the "W Sercu Warszawy" Apartments at recepca@wsercuwarszawy.pl.
7. The "W Sercu Warszawy" Apartments shall not guarantee uninterrupted provision of the Service via the Website and allow for interruptions in the operation of the Website for reasons attributable to the Guest or a third party and in this scope shall not be liable to the Guests or liable for the risks connected with the Subscriber's using the Internet network as part of using the Website and/or the Service.
8. The Guest shall abstain from activities:
 - 8.1 causing threat to the security of the Website or computer systems of the "W Sercu Warszawy" Apartments and the third parties cooperating with the "W Sercu Warszawy" Apartments in the scope of making reservations for the Apartments and paying for the Services;
 - 8.2 using the Website or the above systems, directly or indirectly, for taking any activities contrary to the law, good morals, principles of using the internet or infringing third party rights, including using harmful or malicious software, placing illegal content on the Website or providing it otherwise.
9. The "W Sercu Warszawy" Apartments shall not be liable for damage to the Guests sustained in connection with using the Website and the Internet that result from the lack of proper security of the IT systems of the Guests, including the introduction in the IT system of the Guests of any harmful or malicious software (e.g. a virus) or data, including in connection with the destruction or damage of the hardware or software of the Guest.
10. The "W Sercu Warszawy" Apartments shall not be liable for the actions or inactions of the third parties who serve the online payments for the reservations of the Apartments (provide the services of electronic payments).

§ 11. Complaints

1. The Guest can file complaints about the Services provided by the "W Sercu Warszawy" Apartments via the Website by e-mail at recepca@wsercuwarszawy.pl or in writing at the correspondence address of the "W Sercu Warszawy" Apartments specified in Clause 1(6) above.
2. If the Guest finds that the Apartment was cleaned up insufficiently, detects damage or defects of the Apartment or its furnishings, they shall immediately file a complaint as otherwise it shall be deemed that the Apartment was handed over to the Guest without any defects and issues and the Guests shall lose the right to filing complaints regarding the found issues.
3. A complaint must contain the details of the Guest that allow identifying and contacting them, i.e. name, surname, correspondence address and e-mail address. Moreover, a complaint must contain the description of the matter and its concise justification.
4. Having determined there is a problem based on a complaint, the "W Sercu Warszawy" Apartments shall make every effort to remove it instantaneously and ensure that the Guests have a comfortable

stay according to the offered standard and shall notify the Guest of dealing with the matter successfully by e-mail.

5. If a complaint is not dealt with instantaneously during the stay of the Guest as per Clause 11(4) above, it shall be considered within 30 days from the day when the Guest filed it. The lack of response to the complaint within 30 days from the day when the Guest filed it with the "W Sercu Warszawy" Apartments shall mean that it has been upheld. The Guest shall be notified of the result of consideration of the complaint by mail or by e-mail.

§ 12. GDPR

The controller of the personal data of the Guests is Grupa Inco S.A. The personal data of the Guests shall be processed according to the Personal Data Processing Policy of the "W Sercu Warszawy" Apartments as available on the Website at wsercuwarszawy.pl/polityka-prywatnosci and at the Reception Desk.

§ 13. Final Provisions

1. These Rules are an integral part of the contract of provision of the Services by the "W Sercu Warszawy" Apartments.
2. These Rules can be amended at any time by the "W Sercu Warszawy" Apartments by way of making the information available on the Website, at the Reception Desk, in the Apartment and otherwise as selected by the "W Sercu Warszawy" "W Sercu Warszawy" Apartments. The Guest shall be bound by the Rules in the version effective at the time of the Reservation.
3. Matters not regulated by these Rules shall be governed by the applicable provisions of CC, APSEM, CRA, GDPR and other provisions of the general applicable law.
4. Any disputes of the Parties that may arise from the performance of the contract of provision of the Services by the "W Sercu Warszawy" Apartments shall be heard by the court of proper venue serving the address of the registered office of the "W Sercu Warszawy" Apartments.
5. The governing law for the contract and any related disputes shall be the Polish law and the governing language shall be the Polish language.