

1. GENERAL PROVISIONS.

- 1.1.** „Nalu Beach” used in the Rental Agreement and in the Rules and Regulations means a company operating under the trade name PRK INVEST Paweł Ratnicki - Kiczka, Piotr Ratnicki - Kiczka Spółka Cywilna, with the registered office at ul. Jana Uphagena 14, Gdańsk (post code 80-237), VAT No. 957-11-36- 602. Nalu Beach will come into contact with the Guest in the first place by phone, per e-mail, in special circumstances in writing at the number and address provided in the Agreement.
- 1.2.** The Rules and Regulations set out the terms of booking and rent of the Houses understood as handing over the apartment including its furniture, equipment and fittings to the Guest for a short term stay of persons, for residential purposes, especially for leisure and tourism purposes.
- 1.3.** Making a booking constitutes at the same time signing the Rent Agreement of the House between Nalu Beach and the Guest, on the terms described in the Rules and Regulations, Regulations of Stay and on the particular terms agreed in the letters and messages exchanged with the Guest. Nalu Beach may require the written confirmation of the signed Rental Agreement at the moment of handing over the House.
- 1.4.** While booking, the Guest must confirm that he has read and become aware of the above Regulations.

2. BOOKING AND PAYMENT.

- 2.1** The House can be booked in the following way:
 - a. Per e-mail at the following address: info@nalubeach.pl or nalubeach4@gmail.com
 - b. Through the booking system available on the website nalubeach.pl
 - c. Per telephone,
 - d. Through websites such as www.Booking.com,
- 2.** In each of the variants, after the booking is complete, the Guest receives an email regarding the booking and its terms and including the details of arrival and reporting. The price must be confirmed by Nalu Beach per telephone or upon the booking confirmation. All prices offered by Nalu Beach are inclusive of VAT applicable at the moment of booking. Nalu Beach can issue an invoice upon the Guest's request.
- 3.** The booking is confirmed after the prepayment has been made. The amount of the prepayment is specified in the email according to the offer. The prepayment can be paid per traditional bank transfer.
- 4.** Any failure to make the prepayment described in Point 2.3 in the due time will result in the termination of the Rental Agreement without any further action to be undertaken by Nalu Beach or by the Guest.
- 5.** The Guest must pay the remaining amount of the rent on the day of his/ her arrival, including the climate fee amounting to PLN 4.40 per person per day. If the stay is shortened, the Guest is not entitled for any refund for the unused nights, unless it has been caused by the circumstances for which Nalu Beach are at fault.
- 6.** The rental price includes: bedsheets, towels, WiFi, utility bills (water, gas, electricity, heating), the final cleaning charge, parking spot and mandatory tourist tax (3, 22 PLN per person for the day).

7. Nalu Beach reserve the right to collect a returnable deposit, amounting 1000 PLN the Guest to be informed about it before the booking is confirmed. The deposit must be paid per traditional bank transfer. The deposit is meant to secure any claims of Nalu Beach in the case of any possible damage or violation of any particular regulation. If there are no objections from the Administrator, the deposit is returned to the guest in full in accordance with the rules below:
- a) deposit payable in cash (in exceptional situations) - it can be only returned by bank transfer up to 5 days from check-out, to the guest's account indicated on the check-in day and whether the costs of possible bank charges are on the guest's side.
 - b) all the additional fees related to the execution of the bank transaction, which occur then paying or returning the deposit, are held by the Guest.
 - c) the Guest agrees, that the fees referred to in point b) will be set-off by Nalu Beach from the refunded amount of the deposit, without further statements.
 - d) Nalu Beach will refund the deposit by return transfer to the bank account number from which the deposit payment was recorded. Nalu Beach will return the deposit to another bank account provided by the Guest only at the request of the Guest, and information in this respect should be provided by the Guest until the end of the last hotel day on the day of departure in the form of an electronic message. Failure by the Guest to provide a different bank account number in accordance with the procedure set out in the preceding sentence results in the recognition that making a return transfer to the sender's data is correct and effective.
8. Any changes in the booking should be made per email and they will be effective after their confirmation by Nalu Beach. Nalu Beach reserve the right to refuse introducing any amendments in the Agreement terms if it is impossible to do so due to objective reasons. Should the Guest refrain from signing the Agreement due to no possibility to make amendments in the Rental Agreement, the prepayment will not be returned to the Guest.

3. RECEIVING THE GUESTS.

- 3.1. The Guest must inform Nalu Beach per email or per telephone about their arrival time one day before their arrival at the latest.
- 3.2. The hotel night starts normally at 3:00 p.m. on the day of arrival and ends at 10:00 a.m. on the day of departure. A later leave until 12.00 a.m. is possible in some exceptional circumstances, however, it requires a prior confirmation by Nalu Beach. For receiving the Guests between 10.00 p.m. and midnight an additional fee of PLN 100.00 may be charged. Receiving the Guests in the later hours (after midnight) may be only possible subject to the prior arrangement and to additional fee of PLN 150.00.
- 3.3. Nalu Beach reserve the right to refuse giving the keys to and accommodating any persons who are intoxicated with alcohol or any other intoxicants, behaving aggressively and, thus, directly putting any other persons and their property at hazard.
- 3.4. Nalu Beach have private parking places – near by The Houses.
- 3.5. The entrance to the Nalu Beach area, as well as the entire property at 10 Pólnocna Street, excluding the interior of the Houses, is subject to monitoring. The processing of personal data takes place on the principles set out in point 5 of the Regulations.

4. THE RULES OF THE STAY

- 4.1.** The Guest must observe the obligatory night time from 10 p.m. to 7 a.m. subject to the termination of the Rental Agreement without notice and calling the Police in any problematic situations, subject to the Guest's criminal liability and under the penalty of fines specified by law.
- 4.2.** The House must only be used for the stay of people for residential purposes. It is prohibited to use it for any professional or business activities, for warehousing and storage, holding parties, organising photo shoots, etc. and excessive alcohol consumption.
- 4.3.** In the House, as well as in the whole apartment building, there is a total ban of smoking cigarettes, candles or any other open flames under the penalty of additional charge amounting to PLN 500 due to the specialist cleaning of the House.
- 4.4.** During the rental period specified in the Agreement, the Guest is required to maintain the house and any other facilities which he/ she is authorized to use, in an appropriate technical and health and sanitary condition and to observe the domestic order. The Guest is also required to take care of and protect any parts of the building designed for the common use, such as lifts for people, staircases, corridors, waste dumps, any other facilities and surrounding of the building, against any damage or devastation. The Guest will be obliged to pay an appropriate compensation for any damages or destructions, also these caused by the Guest's visitors.
- 4.5.** Should any damage be discovered in the House or be caused during the stay in the House, the Guest must immediately report them to a Nalu Beach employee. Any failure to notify about the damage may result in charging the Guest with the repair costs, regardless of the cause of the said damage.
- 4.6.** The Guest is obliged each time to lock the entrance door (correspondingly to the keys given to him) both while staying in and being out, as well as to close the windows before leaving the House. There is a hotel safe in most of the House where any valuable items should be left.
- 4.7.** In the case of any loss, damage or losing the keys given to the Guest, the Guest will be charged with the lump sum fee amounting to PLN 500 for keys reconstruction.
- 4.8.** Apart from the prohibition to sublet or to lend or otherwise make the House available for use, the Guest must not transfer the House to any third parties, i.e. transfer his/ her rights under the Rental Agreement to any third parties. Any persons who have not been reported for stay with the Guest at the moment of signing the Rental Agreement must leave the Apartment by 10 p.m.
- 4.9.** During the stay the number of people staying in must not exceed the number declared upon booking, subject to the termination of the Rental Agreement with immediate effect without any obligation to reimburse any amounts for the remaining unused booking period.
- 4.10.** Nalu Beach will not be held liable for any inconvenience experienced during the stay related to: any construction or finishing works which can be executed within the premises where the Apartment is situated, as well as in the area around it; any interruptions in utility supply (including but not limited to electricity, water, central heating) for any reasons out of control of the Landlord, any nuisance (especially by noise) from the adjacent properties.
- 4.11.** Pets are available in the house, in an appropriate technical and health and sanitary conditions. The additional fee for coming to the House with a pet is PLN 50/day.

- 4.12.** All residents of the House must observe waste segregation in compliance with the instruction placed in the Apartment. Any unsegregated waste left after returning the House will cause an additional charge to be paid by the Guest amounting to PLN 100.
- 4.13.** Once the stay is finished, the Guest is required to leave the House in the condition in which it was rented to him. Please provide for the basic cleaning of the House, kitchen and bathroom (cleaning up the kitchen annex, washing the dishes, emptying the refrigerator, making the beds and placing all the towel in one place in the bathroom). Please remember to dispose the waste and take away all your personal items.
- 4.14.** The Guest will return the House, remove all their personal items from it and return the keys to the House by 10 a.m. on the date of their departure. In some exceptional circumstances there is a possibility of later leave by 12 a.m. subject to Nalu Beach houses' prior approval. The time of leaving and returning the keys should be agreed with Nalu Beach, minimum one day before the end of the stay. Any items belonging to the Guest or any other persons left behind in the House after this date will not be deemed as items accepted by Nalu Beach, for storage. In the case of any premature termination of the Rental Agreement, the Guest must leave the House according to the above rules within 3 hours from the time he/ she was notified about such termination.
- 4.15.** In the case of leaving the House without any information given to Nalu Beach and leaving the keys in a place other than agreed, the Guest will be charged with an additional fee amounting to PLN 500, and in the case when Nalu Beach lose the opportunity to rent the said House for a certain period of time for the above reason, the Guest will be liable to pay an appropriate compensation.
- 4.16.** Any failure to return the House in the due time will cause charging the Guest with an additional fee for non-agreed use of the House, in the amount of 200% of the daily rent specified in the Rental Agreement, for each commenced 24h of stay.
- 4.17.** All the additional costs and due payments, not settled at the time of signing the Agreement and not settled from the preauthorized amount on the credit card or deposit must be paid by the Guest at the moment of handing over the House, and should they become known after the handover, within the following 7 days. The additional charges are also due in the case of any premature termination of the Rental Agreement.
- 4.18.** Nalu Beach is not responsible for valuables belonging to the Guest left in the house, on the terraces or on the premises of Nalu Beach.

5. PRIVACYPOLICY.

5.1. Fulfilling the information obligation resulting from 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) - hereinafter referred to as "GDPR", we hereby inform you that by completing the forms on our website, as well as by concluding and performing the contract concluded with Nalu Beach, you voluntarily provide information regarding your name, surname, address of residence, e-mail address, telephone number, credit card number, image and you consent to their processing in accordance with the GDPR.

- 5.2.** The administrator of your personal data is PRK INVEST Paweł Ratnicki-Kiczka, Piotr Ratnicki-Kiczka Spółka Cywilna with its registered office at Jana Uphagena 14, 80-237 Gdańsk (hereinafter referred to as: "Administrator").
- 5.3.** Personal data is processed in order to:
- a) proper performance of the contract concluded with the Administrator, including making a reservation, making payments, providing commercial information (including offers, promotions) by the Administrator in electronic or telephone form (depending on the choice), based on the consent referred to in Article 6(1)(a) of the GDPR.
 - b) resulting from legitimate interests pursued by the Administrator, including in connection with the pursuit of possible claims.
 - c) performance by the Administrator of obligations arising from legal provisions, including e.g. tax law (Article 6(1)(c) of the GDPR).
- 5.4.** Your personal data will be stored for the duration of the contract, and after its completion will be stored for a period resulting from specific legal provisions.
- 5.5.** The recipient of your personal data may be the Administrator's employees, entities providing and maintaining ICT infrastructure, entities providing archiving, document destruction, marketing, translation, security services, entities providing postal and courier services, legal and tax services.
- 5.6.** The person giving consent to the processing of their personal data has the right to:
- a) access to the content of their data and their rectification, deletion, limitation of processing,
 - b) to transfer data,
 - c) to object to the processing,
 - d) to withdraw consent at any time without affecting the lawfulness of processing via e-mail address,
 - e) lodge a complaint to the President of the Office for Personal Data Protection when he considers that the processing of his personal data violates the provisions of the GDPR.
- 5.7.** Providing personal data is voluntary, although failure to provide data will result in the inability to conclude a contract with the Administrator.

6. FINAL PROVISIONS.

- 6.1.** Both the owner and the manager of the cottages undertake to make every effort to provide the service in a conscientious and honest manner.
- 6.2.** In the event of unforeseeable circumstances, the consequences of which cannot be immediately remedied by customary means, Nalu Beach has the right to offer the Guest a replacement facility similar to the one originally booked. In the event of force majeure phenomena, also cases in which the personal safety of the Customer or his property, for reasons beyond the control of Nalu Beach, cannot be guaranteed and in the inability to act as in the previous sentence, Nalu Beach's obligation expires and all costs incurred by the Guest will be refunded.

6.3. Polish law shall apply to the exercise of rights and obligations under the Agreement. If a dispute arises, it will be resolved by the court competent for the location of the Apartment.