

AAA Corporate Apartments – Krakow Terms and Conditions of business

The following terms and conditions of business (hereinafter referred to ‘**conditions**’), for a binding contract between AAA Corporate Apartments – Krakow, (hereinafter referred to as ‘**AAA**’), and the person or organisation making the booking (hereinafter referred to as you), and all adult members of the party (hereinafter collectively the ‘**guests**’) who will stay in AAA Corporate Apartments (hereinafter ‘**the property**’)

These conditions are set out to be aligned with the requirements of business guests in terms of flexibility and cancellation.

1. Booking Policy & Procedure

- 1.1. The following conditions are accepted by you (on your own behalf or on behalf of the organisation that you represent) and on behalf of the guests, at the time of payment for you booking.
- 1.2. It is your responsibility to ensure that all guests are given a copy of these conditions and understand that they are bound to them. This applies to booking agents who must ensure that their client accepts these conditions and confirm to us in writing before proceeding with the booking on their client’s behalf.
- 1.3. The booking procedure is only complete when AAA sends to you (to the address stated on your booking enquiry or by telephone) a written booking confirmation or an invoice which confirms the booking

2. Payment & Pricing

- 2.1. Payment is to be made in Pln unless an alternative has been previously agreed
- 2.2. Full payment is due at the time of booking
- 2.3. Payment must be made using the following payment methods
 - Valid credit or debit card
 - Amex
 - Bank Transfer (confirmation required)
- 2.4. Prices are quoted in Pln and are subject to change. Prices will not change once a booking has been confirmed

- 2.5. All prices are exclusive of Value Added Tax (VAT) and you will be required to pay VAT where chargeable at the prevailing rate
- 2.6. Invoices confirming the booking will be dispatched as part of the booking process.
- 2.7. Should you account be overdue we reserve the right to charge interest at 3% above 3M WIBOR (Warsaw Inter Bank Offer Rate).

3. Additional Charges

- 3.1. Where a credit or debit card has been used for payment the details will be held and the card will be charged for Additional Charges incurred by any guest. **Additional Charges** include
 - 3.1.1. Breakages, loss or damage to the property or any of it’s contents
 - 3.1.2. Spring cleaning or specialist treatment to the property where more than routine cleaning is required or where smoking has occurred in a non-smoking apartment
 - 3.1.3. Loss of keys (100pln), loss of electronic fobs for parking access (200 pln), loss of mobile internet device (200 pln)
 - 3.1.4. Call out charge for locked out guests between the hours of 9pm and 9am (100 pln)
 - 3.1.5. Where the cost of additional charges are not stated in these conditions, the actual cost of cleaning, replacement, repair, services or loss (as appropriate) to you, together with any administration costs.
 - 3.1.6. A written statement of Additional charges will be sent to you at the time of charging or with a request for payment in the case of bookings made by bank transfer.

4. Cancellations and alterations to bookings

- 4.1. The cancellation charges are designed to provide flexibility to the business guest and a cancellation charge will not apply where appropriate written notice of the cancelled booking has been received by AAA. The below conditions

apply also apply to extensions of bookings.

- 4.2. The notice periods are
 - For bookings of 7 nights or less, 3 days clear notice prior to the date of arrival.
 - For bookings of 8 to 21 nights, 7 days clear notice prior to the date of arrival.
 - For bookings of 22 to 30 nights, 14 days clear notice prior to the date of arrival.
 - For bookings of 43 nights or more, 30 days clear notice prior to the date of arrival.
- 4.3. Where insufficient notice is given, the cancellation charge will be the nightly rate for the apartment multiplied by the number of extra days notice that should have been given. E.g when 10 days notice is given when 14 days is required the cancellation fee is equivalent to the price of the first 4 nights. The price of the cancelled nights that fall after the expiry of the notice period will be credited back to the card or account from which you paid.
- 4.4. Where the guest wishes to depart before the booked departure date, the cancellation fee and notice periods in 3.4 will apply and you will be charged the nightly rate multiplied by the number of days which should have been included in the notice period. Notice of early departure must be received by us in writing for refunds to apply where due.
- 4.5. Where a Guest wishes to extend the period of stay in the Property written notice should be given to us as soon as possible.
- 4.6. AAA cannot guarantee any extension, which is subject to availability of the Property. An alternative apartment maybe offered if the Property has been booked for all or part of the required extension period.
- 4.7. AAA reserve the right to charge a different price for the Property for any period of extension. Payment for the extension period will be required immediately that we confirm the availability of the Property or alternative apartment(s) to the Guest or to you.

5. Check in and Check out

- 5.1. Check in time is after 2.00 pm on the day of arrival and check out time is before 11.00am on the day of departure.
- 5.2. There is an additional fee of 40 pln for check ins between 10.00 pm and 1.00 am and an additional fee of 100 pln for arrivals between 1.00 am and 7.00 am.
- 5.3. You must contact us at least 5 days before your arrival to confirm if a check in between 1.00 am and 7.00 am is possible.
- 5.4. You should contact us at least 1 day prior to your departure for the possibility of a late check out. Late check outs after 2.00 pm will incur an additional charge of ½ of the nightly rate of the booking.
- 5.5. You should contact us at least 1 day prior to your arrival for the possibility of an early check in. Early check ins between 7.00 am and 12 midday will incur an additional charge of ½ of the nightly rate of the booking
- 5.6. On check out the keys, parking fobs, or mobile internet devices should be returned to us or the security guard if present.

6. Accommodation and Usage

- 6.1. The Property is not for use as the principal home or residence of the Guests and is for use as temporary accommodation, or as accommodation in connection with the business needs of you, your organisation and/or the Guests. The Guests only have the right to use the Property pursuant to these Conditions and no relationship of landlord and tenant is created.
- 6.2. AAA cannot guarantee the exact apartment number(s) prior to arrival but will accommodate the Guests in apartment(s) of an equivalent standard and nearby location. No refund will be payable in such circumstances. Typically the exact apartment booked will however be provided.
- 6.3. The Property is only to be used by the maximum number of Guests suitable for the Property, as advertised by us. The Property must not be slept in by any other persons

other than the agreed guests on the booking form.

7. Facilities, Services and Inclusions and Exclusions.

7.1. The price for the rental of the property includes

- The supply of utilities, water, electricity, gas, heating, air conditioning
- All local taxes
- Dedicated broadband internet connection
- Cable TV (limited English Channels)
- Security Guard
- Weekly servicing including cleaning, change of towels and bed linen (removal of rubbish can be done more frequently on request)
- Routine maintenance, e.g changing of light bulbs.

7.2. The price of the property does not include

- All items referred to in section 3 above.

7.3. AAA can not be held responsible for any failure or interruption of 3rd party services to the property or for any disruption or noise caused as a result of any repair works or conduct people living in neighbouring apartments.

8. Access to Apartment

8.1. Guests do not have exclusive access to the property and we, our staff and contractors have the right of access to the property at all reasonable times (and at all times in the case of an emergency) without the notice of the guests.

8.2. Weekly housekeeping visits to the property will be organised in advance with the guest and happen within an agreed time slot.

8.3. We will issue one set of keys, parking fobs, for each property unless otherwise requested in advance. We will retain a full set of keys for access to the property

9. Guest Responsibilities

9.1. Guests must comply with the regulations set out for the use of the property set out in the Welcome Pack, located in the property. If the guest breaches any of the conditions or regulations set out in the Welcome Pack AAA reserve the right to vacate the property without notice and without the possibility of a refund.

9.2. Guests are not permitted to smoke in the property. All of our properties are non-smoking.

9.3. Pets must not be kept in or allowed to visit the property.

9.4. Guests are responsible for the safety of their own belongings at the property. We are not liable for loss or damage to guests belongings

9.5. Guests are responsible for the safety and behaviour of their children and subordinates at the property.

9.6. Guests must use the property responsibly and with respect in terms of noise and disruption to other people in neighbouring apartments. Quiet times are from 10pm to 9.00am

9.7. Guests must keep the property, the fixtures and fittings and furniture in the same condition as on the date of arrival and must leave the property in a similar state of cleanliness and order as it was on date of arrival in order to avoid incurring additional charges.

9.8. Guests must notify us of all damage, loss or broken items or matters requiring maintenance in the manner set out in the Welcome Pack located in the apartment.

9.9. Guests possessions must be removed from the property on the date of departure. All lost property will be held by AAA for a minimum of three months from the date of discovery, after which they may be discarded.

10. Use of internet

10.1. AAA are not responsible for any loss or damage to guests computers whilst in the property or whilst connected to the internet connection in the property

10.2. We are not responsible for connecting the computer to the internet connection. If the internet connection is active and available but the settings on the computer do

not allow it to connect, then we are not responsible.

- 10.3. Guests must not use the broadband connection at the Property for illegal or immoral purposes.

11. Circumstances beyond our control

The provision of accommodation and services by AAA under these conditions is subject to any unexpected and uncontrollable events (e.g. force majeure) for which we shall not be liable.

12. Feedback and Complaints

- 12.1. AAA welcome feedback from our guests. If you are not entirely satisfied with the service we are offering we request that you contact us by phone or email at the first instance in order that we can respond to the complaint.
- 12.2. If the problem can not be resolved during your stay please contact us on office@aaakrakow.com and we will respond to your complaint within 5 working days.

13. General

- 13.1. Notice in writing means by fax or email or letter
- 13.2. These conditions apply to all bookings with us regardless of how they are made
- 13.3. These conditions are governed by laws in Poland and any disputes shall be submitted to the exclusive jurisdiction of the courts of Poland
- 13.4. AAA Corporate apartments is a business activity of Property Krakow Group who's registered office is at Ul Cybulskiego 2, Krakow, 31-117, Poland.