

## TERMS & CONDITIONS

### OSADATATRAART.PL



#### § 1

##### GENERAL PROVISIONS

1. The osadatatraart.pl Service operates on the principles set out in the following Terms & Conditions.
2. The Terms & Conditions define the types and range of services provided electronically through the Service osadatatraart.pl, the rules for the provision of these services, the conditions for the conclusion and termination of the contract for the services provided electronically.
3. Every User is obliged to comply with the provisions of these Terms & Conditions when using the Electronic Services of osadatatraart.pl.
4. In matters not covered by these Terms & Conditions, the following provisions shall apply:
  - Act of 18th July, 2002 on Providing Services by Electronic Means (Journal of Laws No. 144, item 1204, as amended),
  - Act of 30th May, 2014 on Consumer Rights (Journal of Laws of 2014, item 827),
  - Act of 23rd September, 2016 on Out-of-Court settlement of consumer disputes (Journal of Laws of 2016, item 1823),
  - Act of 23rd April, 1964 on the Civil Code (Journal of Laws No.16, as amended) and other relevant provisions of the Polish law.

#### § 2

##### DEFINITIONS

- **RESERVATION FORM (CART)** – the form available on the website osadatatraart.pl, which makes it possible to book a stay along with additional services provided by the Service Provider.
- **CUSTOMER** – a User who intends to make or has made a reservation in the Service.
- **CONSUMER** – a natural person who carries out legal action with the entrepreneur not related directly to the business or professional activity.
- **NEWSLETTER** – An Electronic Service allowing the User to subscribe and receive information free of charge from the Service Provider to the e-mail address provided by the User regarding the services available on the Website.
- **TERMS & CONDITIONS** - Terms & Conditions of the Service.
- **SERVICE** - Website of the Service Provider operating at osadatatraart.pl.
- **SERVICE PROVIDER** – Anna Kozera doing business under the name TATRA ART Anna Kozera entered into the Central Registration and Information on Business of the Republic of Poland conducted by the Minister in charge of Economy, place of business and correspondence address: Krzeptówki Street 104, 34-500 Zakopane, NIP: 6572380024, REGON: 364131639, e-mail: biuro.tatraart@gmail.com, telephone number: +48 608 208 348.
- **ELECTRONICALLY SUPPLIED SERVICES** – a service provided electronically by the Service Provider to the User via the Website.
- **USER** – A natural person, legal person or an organizational unit without legal personality, the law of which grants legal capacity using the Electronic Service.

#### § 3

##### RESERVATION INFORMATION

- The osadatatraart.pl Service allows you to make a reservation of stay in summer cottages or apartments as well as additional services, via the internet. Cottages and apartments are the property of the Service Provider.
- The information on the Website does not constitute an offer within the meaning of the law. When making a reservation, the customer submits a rental offer for a specific cottage or apartment under the conditions specified in their description.
- The price shown on the Website is given in Polish zloty (PLN) and includes all components, such as VAT.
- The price shown on the Website is binding at the time of booking. This price will not change regardless of changes in prices on the Website which may occur in relation to individual cottages or rooms after the reservation has been made.
- Reservations can be made:
  - via website using the Booking Form (osadatatraart.pl) - 24 hours a day throughout the whole year,
  - via e-mail at the following address: **biuro.tatraart@gmail.com**,
  - via telephone at: **608 208 348**.
- The condition for making a reservation in the Service by the Customer is to read the Terms & Conditions and accept their provisions at the time of booking.

#### **§ 4**

##### **MAKING A RESERVATION**

- In order to make a reservation, it is necessary for the Customer to place an order in a manner made available by the Service Provider, in accordance with § 3 points 5 and 6.
- After placing the order, the Service Provider immediately acknowledges its receipt.
- The order acceptance confirmation causes the customer to be bound by his/her reservation. Confirmation of receipt and acceptance of the reservation occurs by sending an e-mail.
- Confirmation of reservation includes:
  - confirmation of all essential aspects of the reservation,
  - Terms & Conditions of the Service.
- Upon receiving by the Customer the e-mail referred to in point 4, a lease contract is concluded between the Customer and the Seller.

#### **§ 5**

##### **METHODS OF PAYMENT**

- The Service Provider provides the following payment methods for reservations:
  - payment via electronic payment services (**PayPal, Przelewy24.pl**),
  - payment by traditional transfer to the bank account of the Service Provider:..... (Bank ..... S.A.), in the transfer title, enter "Reservation No.....".
  - payment in cash or by payment card upon arrival at the place of reservation.
- In the case of payment via electronic payment services, the Customer makes the payment before the start of the service. Electronic payment services allow you to make payments using a credit card or a quick transfer from selected Polish banks.
- In the case of payment specified in subpoint 1.2, the Customer is obliged to make payment within ..... working days from the date of booking, unless the parties agreed otherwise.

#### **§ 6**

##### **RIGHT OF WITHDRAWAL FROM THE CONTRACT**

- Subject to point 3 of this paragraph, the Customer who is also a Consumer who has entered into a remote contract may withdraw from it without giving a reason by submitting a relevant statement within 14 days. To comply with this deadline it is enough to send a statement of withdrawal from the contract.

- In the event of withdrawal from the contract, it is considered null and void.
- **The right to withdraw from a remote contract is not entitled to the Consumer in the case of a contract:**
  - **In which the object of provision is a service, if the entrepreneur has fully provided the service with the explicit consent of the Consumer, who was informed before the start of the provision that he/she would lose his/her right to withdraw from the contract after the entrepreneur has fulfilled the provision,**
  - **for the provision of hotel services, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision.**
- The right to withdraw from the contract is vested in both the Service Provider and the Customer (Consumer), in the event of the other party failing to fulfill its obligations within a strictly specified period of time.

## **§ 7**

### **TYPE AND SCOPE OF ELECTRONICALLY SUPPLIED SERVICES**

- The Service Provider enables using the Website to use Electronically Supplied Services such as:
  - making a reservation,
  - Newsletter.
- The provision of Electronically Supplied Services for Users on the Website is carried out on the terms specified in the Terms & Conditions.
- The Service Provider has the right to post advertising content on the Website of the Service. This content constitutes an integral part of the Service and the materials presented in it.

## **§ 8**

### **CONDITIONS FOR THE PROVISION AND CONCLUSION OF CONTRACTS ON THE PROVISION OF ELECTRONICALLY SUPPLIED SERVICES**

- Electronically Supplied Services specified in § 7 point 1 of the Terms & Conditions by the Service Provider is free of charge.
- The period for which the contract is concluded:
  - A contract on the provision of Electronically Supplied Services consisting in making a reservation available on the Website is concluded for a definite period of time and shall be terminated upon making the reservation or ceasing its submission by the Customer.
  - The contract on the provision of Electronically Supplied Services consisting in the use of the Newsletter is concluded for an indefinite period.
- Technical requirements necessary to cooperate with the ICT system used by the Service Provider:
  - a computer (or mobile device) with Internet access,
  - access to e-mail,
  - Internet browser,
  - enabling cookies and Javascript in the browser.
- The User is obliged to use the Service in a manner consistent with the law and morality with respect for personal rights and intellectual property rights of third parties.
- The User is obliged to enter accurate and up-to-date data.
- The User is prohibited from providing unlawful content.

## **§ 9**

### **COMPLAINTS RELATING TO THE PROVISION OF ELECTRONICALLY SUPPLIED SERVICES**

- Complaints relating to the provision of Electronically Supplied Services via the Website, the User may submit an e-mail to the following address: **biuro.tatraart@gmail.com**.

- In the above e-mail, provide as much information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of irregularities and contact details. The information provided will significantly simplify and speed up the consideration of the complaint by the Service Provider.
- Complaints shall be processed not later than within 14 days of the notification by the Service Provider.
- The Service Provider's response to the complaint is sent to the User's e-mail address provided in the complaint form or in another way provided by the User.

## **§ 10**

### **CONDITIONS OF TERMINATION OF CONTRACTS ON THE PROVISION OF ELECTRONICALLY SUPPLIED SERVICES**

- Termination of the contract on the provision of Electronically Supplied Services:
  - The contract on the provision of Electronically Supplied Services of a continuous and indefinite process may be terminated (Newsletter).
  - The User may terminate the contract immediately without indicating the reasons by sending an appropriate statement via e-mail to the following address: **biuro.tatraart@gmail.com**.
  - The Service Provider may terminate the contract on the provision of Electronically Supplied Services of a continuous and indefinite process in the event that the User violates the Terms & Conditions, as well as applicable law and rules of social conduct. In such a case, the contract expires after a period of 7 days from the date of submitting the consent form of its termination (notice period).
    1. Legal relationship ceased due to termination with future effect.
- The Service Provider and the User may terminate the contract on the provision of Electronically Supplied Services at any time through an agreement by both parties.

## **§ 11**

### **INTELLECTUAL PROPERTY**

- All content posted on the website osadatatraart.pl uses the copyright protection and (subject to the elements used under the license, transfer of copyright or allowed use) are owned by Anna Kozera doing business under the name TATRA ART Anna Kozera, Krzeptówki Street 104, 34-500 Zakopane, NIP: 6572380024, REGON: 364131639. The User bears full responsibility for any damage caused to the Service Provider which results from the use of any content of the website osadatatraart.pl without the consent of the Service Provider.
- Any use by anyone, without the written consent of the Service Provider, of any of the elements making up the contents of the website osadatatraart.pl is a violation of the copyright of the Service Provider and results in civil and criminal liability.

## **§ 12**

### **FINAL PROVISIONS**

- Contracts concluded through the Service are concluded in accordance with the Polish law.
- In the case of incompatibilities of any part of the Terms & Conditions with the applicable law, the relevant provisions of the Polish law apply instead.
- Any disputes arising from contracts between the Service and the Consumers will be resolved first and foremost through negotiation with the intention of amicably settling the dispute, taking into account the Out-of-Court settlement of consumer disputes. However, if that would not be possible or would be unsatisfactory for either party, disputes will be resolved by the competent common court, in accordance with point 4 of this paragraph.
- Judicial settlement of disputes:
  - Any disputes arising between the Service Provider and the User (Customer) simultaneously being the Consumer shall be submitted to the competent courts in accordance with the

provisions of the Code of Civil Procedure of 17th November, 1964 (Journal of Laws No. 43, item 296, as amended).

- Any disputes arising between the Service Provider and the User (Customer) that is not a Consumer shall be submitted to the court having jurisdiction over the Service Provider's seat.
- A Customer who is a Consumer also has the right to use extrajudicial dispute resolution by submitting a request for mediation or application for review of the case by the arbitral tribunal after the complaint procedure is completed (the application can be downloaded on the website <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection is available at the following website: [http://www.uokik.gov.pl/wazne\\_adresy.php#faq596](http://www.uokik.gov.pl/wazne_adresy.php#faq596). The consumer may also take advantage of the free assistance of a district (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection. Out-of-court claims after the complaint procedure is free of charge.
- In order to amicably resolve a dispute, the Consumer may file a complaint via the online platform ODR (Online Dispute Resolution), available at: <http://ec.europa.eu/consumers/odr/>.