



Warmia Resort Stay Regulations

(hereinafter referred to as „Regulations”)

1. Regulations Subject

- a) The herein regulations regulate the rules concerning the provision of services, responsibility and stay at the premises of the Warmia Resort facility established in the Woryty village at the Lipowa 13A Street, 11-036 Postal Code in the Gietrzwałd commune (hereinafter referred to as „**Facility**”), comprising of 14 villas (hereinafter referred to as „**Villas**”) offered to guests (hereinafter referred to as „**Guests**”) for a short-term stay. The herein Regulations and the Regulations of Payment available at the www.warmioresort.pl website constitute an agreement between Adept Investment LLC, headquartered in Warsaw, and the Guest of the Warmia Resort Facility, which is concluded upon making of a booking by the Guest. By performing the abovementioned activity, the Guest confirms that they have learned and accept the terms laid in the herein Regulations and the abovementioned Booking Regulations.
- b) All Guests present at the premise of the Warmia Resort Facility are obliged by the herein Regulations.
- c) The herein Regulations have been issued by Adept Investment LLC, Dostatnia 20 Street, 02-991 Postal Code, Warsaw, National Court Register: 0000388309, National Business Registry Number: 142964765, Tax-Payer Number: 5213606284 – the entity offering stay at the Warmia Resort Facility (hereinafter referred to as „**Service Provider**”).

2. Stay Night

- a) Stay night in the high season (lasting from 22 June to 14 September) begins at 4PM, on the 1st day of the stay, and ends at 10AM, on the final day of the stay. Outside the high season, that is in the low season (lasting from 15 September to 21 June), stay night begins at 3PM, and ends at 12PM.
- b) The Guest should submit a request for an extension of the stay night at the front desk, doing so no later than on the check-out day and by 9AM in the high season and 11AM outside the high season. The Service Provider is not obliged by the request for the extension of the stay night, and may not consider the request for the extension of the stay, especially when all the lodgings (Villas) have already been booked or if the Guests do not abide by the herein Regulations in force.

- c) The Guest is charged with an amount of 100 PLN for every started hour past the stay time (i.e. after 10AM on the check-out day in the high season, and after 12PM on the check-out day outside the high season), and in case the extension of the stay is longer than 3 hours, the Guest is charged with an amount equivalent to three times the fee for the stay night resulting from the price list in force.

3. Booking and Registration

a) The Guests choose and make a preliminary booking of a particular Villa either by sending an e-mail message at the following e-mail address: repcja@warmioresort.pl, or by filling out the proper booking form available at <https://www.warmioresort.pl/>. Additionally, the booking can also be made by calling the phone number available at the abovementioned website.

b) A booking e-mail message, including information on the further booking procedure, the recapitulating information on the Villa booked, and the information on the payment constitutes a confirmation that the preliminary booking has been made.

c) Presentation of an identity document, including a photography of the holder of the identity document, to a front desk staff member and signing of the registration chart by the Guest constitute a basis for registration of the Guest. Presentation of the identity document is essential for a conclusion of the agreement for provision of the services described under point 1, letter a, and to ensure the Guests' safety.

d) Unregistered individuals can stay at the premise of the Warmia Resort Facility as guests of the Warmia Resort Guests from 7AM to 10PM.

e) The Service Provider may refuse to have a Guest who, during their previous stay at the Warmia Resort Facility, violated the Regulations, in particular by causing damage to the property of or at the premise of the Facility, damage to the property of other Guests of the Facility, injury to the Guests of the Facility, employees of the Service Provider or to other people who were present at the premise of the Facility.

f) A change to the time of the stay or the rebooking of the Villa chosen is possible provided that other Villas are available at the time of the stay booked. In the event that the price for the newly booked Villa is higher than the price for the priorly booked Villa, the price difference shall be settled no later than on the day of the arrival, prior to giving the keys.

g) Along with making the booking, the Guest shall pay, for the sake of the Service Provider, an advanced payment of 30% of the price for the stay, or, in case of the non-refundable offer, shall pay the full price.

h) In the event that the Guest decides to discontinue their stay while it is still continues, the Guest is not entitled to whatever refund of whatever fees that had been priorly paid, including the fee for the full-time stay.

4. The Number of Individuals Per Villa

- a) Villa Standard, Villa Premium and Villa Deluxe offers are all dedicated for no more than 8 individuals per Villa.
- b) Each Villa is accommodated to host the number of individuals given at the time of the booking.
- c) If the number of the individuals is more than the number that was declared at the time of the booking, the front desk staff member may demand an additional fee be paid according to the price list, or they may refuse to provide the service.
- d) Depending on their availability, it is possible to book a cradle, along with a complete set of bed sheets – regarding the bed sheets, booking of those also depends on their availability. It is required to book the cradle prior to the arrival. The cost of the cradle is 50 PLN per stay.

5. Parking Spaces for the Guests

- a) Each Villa is allocated a parking space for one car.
- b) A parking space for those of the Guests who have arrived at the Facility by more than one car is set out at one of the three parking lots available:
 - next to the Resort Bar,
 - next to Villi no. 1 and Villa no. 26,
 - next to Villi no. 2 and Villa no. 9
- c) It is prohibited to park cars in roads and on lawns. As far as damage caused by improper parking is concerned, the Service Provider does not take the responsibility for such damage.

6. Renting of the Sports Equipment and the Recreation and Leisure Area

- a) Warmia Resort Facility provides for its Guests: bicycles (charged for according to the price list); badminton sets, volleyball and football balls, tennis sets (free of charge for the Guests of the Facility), billiards sets (against payment - PLN 10/1 hour)
- b) The cost of renting the bicycles depends on the time for which the Guests wish to rent them:
 - 15 PLN – 1 Hour
 - 30 PLN – 4 Hours
 - 40 PLN – 8 Hours
- c) The cost of renting the tennis court is 50 PLN for 1 hour. The price includes the tennis rockets, balls and illumination of the court.

- d) It is forbidden to take a bath, jump into the water from the jetty and go fishing in the pond located in the recreation and relaxation area.
- e) All Guests are obliged to abide by the Playground Use Regulations hung on the board before the entrance to the playground.

7. Services

- a) With the comfort of all of its Guests in mind, the Service Provider does its best for the Villa renting offer to reflect the description of the Villas available at the following address: www.warmioresort.pl
- b) The Service Provider provides its services in compliance with the standard of the Facility as stated at website spoken of under letter a) above.
- c) In the event that the Guest has reservations concerning the quality of the services provided, they are asked to promptly report those reservations to the front desk, which will allow for improvement of the quality of those services.
- d) The Service Provider is obliged to guarantee its Guests with:
- conditions for complete and unfettered rest,
 - safe stay, including the security connected with keeping the information concerning its Guests confidential,
 - professional and kind service within the extent of all the services provided at the Facility,
 - cleaning of the Villas and doing necessary repairs of the appliances at the time when the Guests are not present in the Villas, and, if the Guests are present in the Villas, doing so only if the Guests so wish.
- e) During 2-week and longer stays, bed sheets and towels will be changed every Friday from 10.00 to 11.00.

8. Guests' Responsibility

- a) Children and youth under the age of 18 should be on the premises under the constant supervision of legal guardians. Legal guardians are financially liable for any damage caused as a result of youth's and children's actions.
- b) Children under the age of 12 should be on the jetty at the pond under the constant supervision of legal guardians. Legal guardians are fully responsible for the safety of children.
- c) At the premise of the Facility, except for the locations dedicated for that very purpose, it is prohibited, both in the Villas and at the common locations, to smoke tobacco products. The Service Provider reserves the right to impose on each Guest a penalty of 500 PLN for each incident of inobservance of the ban.

d) In the event of repetitive violation of the provisions of the Regulations, the Service Provider may refuse to provide its services to the person who violates those provisions. Such a person is obliged to abide by the requirements of the Service Provider's staff member immediately, pay all the liabilities for the hitherto services, pay for the possible damage and leave the Facility.

e) In the event of loss of the keys to the Villa, the Guest is obliged to pay a fee of 200 PLN at the Facility front desk.

9. Returning of Left Belongings

a) Belongings of personal use, left by the Guest leaving the Facility, are sent at the address given by the Guest at their cost.

b) In the event that no disposition is received from the Guest as to where to send the left belongings, the Service Provider shall store the said belongings for the period of one month at the Guest's cost. Groceries are disposed immediately once they are exposed left.

10. Complaints

a) In the event that Guests notice shortcomings concerning the quality of the services provided, they have the right to file complaints.

b) All complaints are collected by the front desk.

c) A complaint should be filed immediately once shortcomings concerning the standard of the services provided are noticed.

11. Additional Provisions

a) It is absolutely forbidden to stay with pets. In the case of a violation of the prohibition referred to in the previous sentence, the Facility has the right to cancel the Guest's reservation. If the stay is canceled by the Facility, the Guest shall not be entitled to reimbursement of any previously paid fees, including fees for the entire period of stay.

b) The Guests are not allowed to make any modifications to Villas or the appliances of those.

- c) The Guests are prohibited to change the settings of the decoder available in the Villa living room.
- d) In the event of emergency and unforeseen circumstances, the Facility reserves the right to rebook the priorly booked Villa for a different one, which meets the same or is of a higher standard than the priorly booked Villa, and in the event of no free Villa to provide, the right to waive from provision of the service and refund the full amount of the booking fee.

11. GDPR

Fulfilling the obligation included under Article 13, Section 1 and 2 of the Regulation 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 (Official Journal of the European Union, L 119/1 of 4 May 2016), hereinafter referred to as „GDPR”, ADEPT INVESTMENT, LIMITED LIABILITY COMPANY, headquartered in Warsaw 02-991, Dostatnia 20 Street, registered under the National Court Register Number: 0000388309, hereinafter referred to as „**Joint-Stock Company**“, hereby informs that:

- a. the administrator of your personal data is ADEPT INVESTMENT, LIMITED LIABILITY COMPANY, headquartered in Warsaw (02-991), Dostatnia 20 Street, registered under the National Court Register Number: 0000388309, the Tax-Payer Number: 5213606284, and the National Business Register Number: 142964765;
- b. based on Article 6, Section 1, Letter a of GDPR, that is a separate consent, your personal data will be processed in order to make it possible to present you with the marketing offer of the services provided by the Joint-Stock Company. In case of possible disputes, your personal data can also be processed, based on Article 6, Section 1, Letter f of GDPR, for the purpose of seeking claims or securing the rights of the Joint-Stock Company, which constitutes the so-called legitimate interest being seeking of claims and securing the rights of the Joint-Stock Company;
- c. the sole recipients of your personal data will be the entities entitled to acquiring personal data based on separate regulations of law, the authorized workers/partners of the Joint-Stock Company, the suppliers of both technical and organization-related services, including payment services, and also the other companies being part of the ADEPT private limited company;
- d. your personal data will not be passed over to recipients based in any third country or to international organizations;
- e. your personal data will be stored for 1 year, unless you revoke your consent for the processing of your personal data before the expiration of that time; the data processed for the purpose of seeking claims (e.g. in the event of court proceedings) will be stored for the period of lapse of time regarding the particular claim, as it stems from the regulations found in the Civil Code;
- f. you have the right of access to the contents of your personal data as well as the right to correct, erase, limit the extent of the processing of, move, motion an objection against and

to revoke your consent for the processing of your personal data in any point in time, which does not affect the compliance with the personal data processing law that was executed on the basis of the consent from the time before that consent was revoked;

- g. In case you consider that the manner in which your personal data is processed by the Joint-Stock Company violates the GDPR regulations, you have the right to file a complaint to the supervisory body, that is the President of the Personal Data Protection Office;
- h. the provision of your personal data is voluntary;
- i. no automated decisions (i.e. decision-making which does not involve a human being) will be made against you, and your personal data will not be subject to profiling;
- j. you have the right to revoke your consent for the processing of your personal data at any point in time.