

RULES AND REGULATIONS OF THE B85 SUITES APARTMENT FACILITY

Dear Sir/Madam,

We are very happy to host you at B85 Suites.

To ensure your safety and utmost comfort during your stay, we request that you become familiar with the Regulations below and comply with their provisions.

In these Regulations, the terms below shall have the following meanings:

Guest – a natural person, legal entity or organisational unit with no legal personality that has entered into an agreement for provision of Service with the Company

B85 Suites – the B85 Suites apartment facility located in Warsaw at ul Bartycka 85A, in which the Company offers the Service

Regulations – these Rules and Regulations of the B85 Suites apartment facility

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

Company - APM Management 2 spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (address: ul. Bartycka 85 lok. U1, 00-716 Warszawa) entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0001056462, NIP tax number: 5214034915 and REGON (statistical number): 526318500

Reservation System – website of B85 Suites: www.b85suites.pl or the available online reservation channels with which the Company has signed a cooperation agreement.

Service – hotel service within the meaning of the Act of 29 August 1997 on hotel services and services performed by tour managers and tourist guides (i.e. Journal of Laws of 2023 item 1944)

§1. PRELIMINARY PROVISIONS

1. These Regulations establish the type, scope, conditions and principles of making, cancelling, changing and paying for reservations of the Service for Guests online and rules for the provision of Service by the Company, liability and rules for staying on B85 Suites premises; they are an integral part of the agreement that is concluded between the Company and the Guest by way of reservation by the Guest of a selected apartment and payment of the due amount for a stay at B85 Suites.
2. The Regulations are binding on all persons remaining on B85 Suites premises, both Guests and visitors of Guests.

3. The Regulations are made available to everyone free of charge.
4. The Regulations are available via the reservation system and on the B85 Suites website. The Regulations are made available in a format allowing them to be stored and reproduced in the ordinary course of action (in HTML document format) and also in PDF format.

§2

CHECK-IN AND CHECK-OUT TIMES AT B85 SUITES

1. Apartments at B85 Suites are rented out by the night.
2. At B85 Suites, check-in is from 3 PM and check-out is at 11 AM on the check-out day.

§3

RESERVATIONS AND CANCELLING

1. A Reservation at B85 Suites may be made via the Reservation System.
2. To use the system, the Guest must provide a unique email address and fill in the reservation form available through the Reservation System.
3. Reservation by the Guest involves the following steps:
 - a. selection of the Service provided by the Company based on the data and information given in the Reservation System, and in particular the availability and reservation price of the selected apartment; the prices shown in the system are gross amounts and cover only the services indicated as its components;
 - b. entry by the Guest of the required data and information via the reservation form – in particular, their given name and surname, unique email address and telephone number – in the B85 Suites Reservation System;
 - c. confirmation by the Guest that they have read and accepted the Regulations and making the required statements; lack of confirmation by the Guest that they have read and accepted the Regulations and lack of the required statements make it impossible to continue the reservation procedure;
 - d. making a payment in accordance with the price conditions indicated in the Reservation System;
 - e. after entering reservation data and accepting the Regulations, the Guest will automatically receive an email sent to the email address provided during the reservation process, containing a code and confirmation of reservation, together with payment terms and reservation modification or cancellation terms;
 - f. the agreement for provision of Services between the Company and the Guest is concluded upon the sending of the confirmation referred in point e.
4. The Company reserves the right to refuse to make a reservation if there are no free apartments at B85 Suites. In such a case the Guest will automatically receive an email informing them that making a reservation is not possible, sent to the email address provided during the reservation process.
5. Should the Guest cancel their stay at B85 Suites during the stay, the charge for the stay is not subject to reimbursement in whole or in part.
6. “No show” type transactions (fee for failure to cancel a reservation within a set time limit) are carried out as follows:

- a. if the holder of the card does not dispute the reservation and did not cancel it before the end of the set time limit, the Company shall be obliged to retain the rooms in accordance with the reservation until check-out time on the day following the planned date of arrival;
- b. after this time, the Company may carry out a card-not-present transaction, charging the card holder for one night. The receipt from the POS Terminal and its copy must contain the following data:
 - date, amount and currency of the transaction (charge for one night),
 - given name and surname of the card holder, card number with expiry date,
 - the words “NO-SHOW” in the space for the card owner’s signature,
 - precise name and address of B85 Suites.
- c. The Company must supplement the POS Terminal receipt and its copy to include all the data required above and which are not printed by the POS Terminal as a standard.

§4. **SERVICES AND ADDITIONAL SERVICES**

1. The Company provides Services at B85 Suites in accordance with the description provided in the Reservation System.
2. B85 Suites is an unmanned facility, which means that there is no permanent staff service at B85 Suites. The Guest checks in and checks out using the self-service reception located next to the entrance to B85 Suites.
3. After the Guest completes their reservation, the Guest receives a unique code from the Company, allowing check-in at the self-service reception and entry to B85 Suites.
4. Should any comments or complaints arise, the management of the Company asks to be informed of them as soon as possible under the numbers +48 607 070 280 or +48 607 070 858, to allow a reaction and improve the standard of the provided Services.
5. The Company ensures that its Guests have conditions for complete and unhindered rest in the rented apartment and use of all the services paid for by the Guest.
6. The Company reserves the right to monitor the technical state of the apartment once every 48 hours. If the apartment is rented for a stay of at least a week (7 days) or longer, the Company reserves the right to carry out cleaning services in the apartment rented by the Guest or to carry out necessary repairs of equipment, at least once a week.
7. The Company shall not be liable for damage or loss of a car or other vehicle belonging to the Guest, objects left in it or live animals, regardless of whether these vehicles were parked in the underground garage located at B85 Suites or in the car park in front of the facility. Parking in the garage is at the guest’s own risk.
8. The Company is not liable for damage or loss of objects brought by the Guest if the damage is due to the properties of the object brought or is a result of force majeure or if the damage was caused solely through the fault of the Guest or a person accompanying them, employed by them or visiting them. Guests’ personal objects that are left behind after their apartment stay will be kept by the Company for a period of 2 months. The Company will inform the Guest about the objects left behind in the apartment in a message sent to the email indicated by the Guest during reservation.
9. For security reasons, B85 Suites are monitored (external monitoring and in the common areas of the building).

10. Should an unplanned lack of access to the Reservation System occur or in the event of a malfunction that makes it impossible to complete a reservation, the Company shall be obliged to undertake measures that will restore system functionality.
11. The Company reserves the right to block an email address of a Guest who has infringed the provisions of these Regulations or legal provisions.

§5 GUESTS' LIABILITY

1. Guests are fully financially liable for all types of damage or destruction of hotel equipment and technical devices at B85 Suites caused by them or by persons visiting them. The Company reserves the right to charge the Guest's credit card after their departure for the damage caused by them.
2. Should the Guest infringe the provisions of these Regulations, the Company may decline to provide the Service to them. The Guest shall immediately comply with the Company's demands as regards compliance with the Regulations, paying charges for the Service provided theretofore, paying for any damage and leaving B85 Suites.
3. Children may stay in apartments located in B85 Suites and other areas of B85 Suites only under the supervision of their legal guardians. Legal guardians are fully financially liable for all types of damage or destruction of hotel equipment and technical devices caused by their children's actions.
4. Quiet hours are in force from 22 PM to 6 AM. During this time, only persons checked in and included in a reservation may be present on B85 Suites premises.
5. Guests shall not make an apartment available (free of charge or for a consideration) to third parties who are not a party to the reservation between the Company and the Guest, even if the period for which the Guest has paid the due charge has not yet ended.
6. Every time that a Guest leaves the apartment, they should check that the entrance door to the apartment in which the Service is provided to them is locked.
7. It is strictly prohibited to organise parties on B85 Suites premises and to bring animals onto B85 Suites premises.
8. It is strictly prohibited to smoke on B85 Suites premises. For infringing the prohibition of smoking on B85 Suites premises, a Guest shall be obliged to pay the Company a charge of PLN 500.00 (five hundred).
9. For reasons of fire safety, it is prohibited to use coil heaters, electric irons, cordless kettles and other similar objects that are not part of apartment equipment at B85 Suites.
10. It is forbidden to store dangerous goods, weapons and ammunition, flammable, explosive, illuminating and other materials that might cause a fire hazard on B85 Suites premises.
11. Canvassing, door-to-door sales and gambling activities are forbidden on B85 Suites premises.
12. Guests may not cause excessive noise on B85 Suites premises, cause unpleasant smells to issue from the Guest's apartment or disturb or act to the detriment of other Guests at B85 Suites in any way.
13. Guests shall not make any changes to the furnishings and equipment of apartments at B85 Suites.
14. In connection with their use of the Service, Guests shall:
 - comply with all the provisions of these Regulations;
 - comply with all the legal provisions, public decency and generally accepted principles when using the WiFi network;
 - correctly provide the Guest's data, in particular data required during reservation;
 - immediately inform the Company of any security breaches and problems connected with the functioning or use of the Service.

§6
PERSONAL DATA PROTECTION

1. The controller of Guests' personal data is APM Management 2 spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, address: ul. Bartycka 85 lok. U1, 00-716 Warszawa (KRS number: 0001056462).
2. Guests' personal data will be processed for purposes:
 - a. necessary for the performance of the Service pursuant to Article 6(1)(b) of the GDPR
 - b. of pursuing claims in respect of performance of the Service pursuant to Article 6(1)(f) of the GDPR (legitimate purpose/interest of the Controller),
 - c. keeping accounts and billing in respect of performance of the Service pursuant to Article 6(1)(c) of the GDPR read in connection with Article 74(2) of the Act of 29 September 1994 on Accounting (i.e. Journal of Laws of 2021 item 217 as amended).
3. Guests' personal data are or may be transferred to the following data recipients/categories of recipients:
 - a. processing entities (including entities cooperating with the Company as regards provision of the Service), and in particular to: APM Development sp. z o.o. with its registered office in Warsaw (KRS number: 0000801018), entity providing IT services,
 - b. providers of legal and consulting services and supporting the Company in the pursuit of due claims,
 - c. Centrum Rozliczeń Elektronicznych Polskie ePłatności S.A. with its registered office in Tajęcin and Krajowy Integrator Płatności S.A. with its registered office in Poznań.
4. Guests' personal data are retained for the following periods:
 - a. in the event of data processing indicated in sections (2)(a) and (b), within the statute of limitation of claims in respect of the Service provided by the Company to the Guest as defined by provisions of the Civil Code,
 - b. in the event of data processing indicated in sections (2)(c), for a period of 5 years from the start of the year occurring after the year in which the Company provided the Service to the Guest.
5. The Guest has the right to access personal data, demand them to be rectified or erased, object to their processing (in cases where the controller processes data pursuant to Article 6(1)(f) of the Regulation, i.e. the controller's legitimate interest), and also the right to limit their processing and the right to transfer personal data.
6. The Guest has the right to lodge a complaint with the supervisory authority as regards the processing of their personal data.
7. Provision of personal data results from the contractual relationship, is voluntary, but necessary for the provision of the Service to the Guest and the pursuit of claims by the Company. The Guest's failure to provide them will render provision of the Service impossible.
8. No automated decisions will be made on the basis of the personal data, and in particular the data will not be subject to profiling.
9. All issues related to personal data processing should be directed via email to: rezerwacja@b85suites.pl with the note "Personal data".

§7
FINAL PROVISIONS

1. The contents of the Regulations are available on the B85 Suites website: www.b85suites.pl
2. The Guest has the right to file a complaint related to the operation of the Reservation System and services at the B85 Suites Property performed not in accordance with the terms and conditions set forth in the Regulations.
3. Refund cases or any complaints, containing the Guest's details, i.e. name, date of stay, along with e-mail address and a brief description of the concerns raised, shall be submitted in writing to the e-mail address: rezerwacja@b85suites.pl
4. The B85 Suites property shall consider the complaint within 14 days, counting from the day of its delivery. If the complaint relates to electronically provided services and cannot be resolved within 14 days, B85 Suites Property will notify the Guest of the reasons for the delay and the expected date for processing the complaint.
5. Submission of a complaint by the Guest shall not relieve the Guest of payment for the used services provided by the B85 Suites Property.