

## REGULATIONS AND USE OF THE „FUNABERIA” FACILITY

### § 1.

#### GENERAL PROVISIONS

1. These Regulations set out the terms and conditions under which reservation and short-term lease of the Facility "Funaberia", located at the address Skop 22, 11- 520 Skop, Ryn Municipality, Giżycko County.
2. The Regulations are an integral part of the Rental Agreement (hereinafter referred to as the "Agreement").
3. Conclusion of the Agreement involves acceptance of the provisions of these Regulations.

### § 2.

#### DEFINITIONS

Definitions of terms used in these Regulations:

1. Landlord - the owner and administrator of the Facility, which is BPX Spółka Akcyjna with its registered office in Wrocław, 28-33 Powstańców Śląskich Street, entered in the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław under number 0000274149; NIP: 899-25-91-361, REGON: 020448682.
2. The Facility - the "Funaberia" Facility located in Skop 22, 11-520 Skop, excluding outbuildings and facilities expressly excluded from use, together with additional equipment, including items specified in the List of Equipment.
3. Hirer - any natural or legal person or organisational unit with full legal capacity who is a party to the Facility Lease Agreement.
4. Manager - person authorised by the landlord to supervise the Facility, the concluded Agreement and all activities related thereto, including handing over and collecting keys to the Facility.
5. Price List - a document constituting an appendix to the Regulations, specifying prices, fees and contractual penalties not expressly indicated in the content of the Agreement.
6. Equipment List - document attached to the Agreement, indicating the equipment belonging to the Facility and covered by the Agreement, which is at the Lessee's disposal.
7. High/Medium/Low Season - dates specified by the Lessor in the Pricelist.
8. Special Term - dates with special prices as specified by the Lessor in the Pricelist.
9. Catering - additional catering service during the stay, available in the High Season - as specified in the Price List.

### § 3.

#### AGREEMENT

The concluded Agreement covers the rental of the Facility indicated in the Agreement together with additional equipment, including the items listed in the Equipment List. The Facility is intended for a maximum group of fifteen people, including children of all ages.

### § 4.

#### RESERVATION

1. Reservation of the Facility may be made by e-mail by contacting BPX S.A e-mail address [rezerwacja@funaberia.pl](mailto:rezerwacja@funaberia.pl)
2. After making a preliminary reservation in accordance with Paragraph 1, the Hirer shall receive by e-mail feedback on the completion of the preliminary reservation together with the indicated amount of rent for the Facility.
3. Booking requires payment of a deposit of 30% of the fee in accordance with the Price List rounded up

to the nearest PLN 500.

4. The deposit should be paid into the Lessor's bank account immediately, however no later than within working days following the receipt of the return e-mail information referred to in subparagraph 2 above.

5. The remaining part of the rent indicated in paragraph 2 shall be paid no later than 3 working days prior to arrival.

6. Failure to pay the deposit within the period specified in paragraph 4 will result in cancellation of the reservation. A deposit paid after the deadline shall reinstate the reservation, provided the Lessor still has a vacant date. 7) In the High Season, reservations of the Facility may only be made for a minimum of 7 nights (from Saturday to Saturday).

7. In the High Season, reservations of the Facility may only be made for a minimum of 7 nights (from Saturday to Saturday).

8. In the Mid and Low Season, the Property may be booked for for a minimum of two nights.

9. Special dates can be booked for a minimum of as many nights as stated in the Price List.

10. When making a reservation, the Hirer should indicate whether he/she is ordering Catering and in which variant (according to the Price List).

11. The Hirer may receive an invoice for their stay at the Facility. The Hirer shall inform the Hirer of the need to obtain an invoice no later than on the day of confirming the booking.

12. The handover of the Property shall be based on the presentation of an identity document of the Hirer and the persons included in his/her booking. During the handover of the Facility, the Hirer shall be handed over to the Hirer, by the Manager or a person authorised by the Manager, the keys and information on the equipment and use of the facilities located within the Facility.

13. The keys to the Facility shall be issued to the Hirer upon check-in and after all booking fees have been paid in advance.

#### § 5.

##### RENT AND TERMS OF PAYMENT

1. The Lessee undertakes to pay to the Lessor the rent in the amount specified in the Rental Contract, established on the basis of the Price List, less the amount of the deposit referred to in § 4 subparagraph of the Regulations.

2. The rent shall be payable by bank transfer, no later than 3 days prior to accommodation, to the Lessor's bank account number.

3. The rent shall not be reduced in the event that the handover of the Facility is delayed for reasons attributable to the Lessee or in the event that the Lessee vacates the Facility before the expiry of the rental period indicated in the Agreement.

4. The rent shall include the rental fee, the cost of utilities, service. If the Tenant requests additional cleaning or a change of bedding or towels, an additional charge will be made in accordance with the Price List.

5. In the event of defects, damage or loss caused by the Lessee, the Lessee agrees to pay the costs resulting therefrom within 7 days, including both the actual damage and the lost benefits that the Lessor could have obtained if the defects, damage or loss had not occurred.

6. Along with the payment of Rent, the Lessee shall pay to the Lessor a deposit in the amount of PLN 1,500. The deposit shall be refunded in the event of the Lessor's failure to carry out damage or defects or to cause events that will entail additional costs on the part of the Lessor. Refund will be made within 3 working days from the date of return of the Facility.

#### § 6.

##### CANCELLATION AND RESCHEDULING BY THE HIRER

1. In the event of cancellation of a reservation by the hirer within less than 10 days of arrival, the deposit paid is non-refundable.

2. In the event of cancellation by the Lessee of a reservation within at least 10 days of the planned start of the stay, the total deposit paid may be returned or the reservation date may be changed.
3. A change of the booking date is only possible with the consent of the Lessor.

§ 7.  
STAY

1. The stay at the Facility starts on the first day of the booked term at 15:00 and lasts until 10:00 on the last day of the booking.
2. Check-in and pick-up of the Facility takes place during the first hour of the stay. Check-out and return of the Facility takes place until the last hour of the stay.
3. Individual determination of the time of pick-up and return of the Facility shall take place at the request of the Lessee notified at least 24 hours prior to the time fixed by the reservation and with the consent of the Lessor. In the absence of the Lessor's consent, the check-in and stay in the Property shall take place according to the rules specified in paragraphs 1 and 2 of this clause.
4. The Lessee shall notify the Lessor at least 24 hours before the last day of the stay if they wish to extend the stay beyond the period covered by the earlier reservation. The cost of prolonging the stay shall be established on the basis of the Price List.
5. The Lessor shall grant requests under subparagraphs 3 and 4 as far as possible and shall be conditional in particular on there being no clash of booking dates.

§ 8.  
USE OF THE FACILITY

1. The Facility may only be used by persons nominated by name by the Hirer.
2. The Lessee shall be fully responsible for persons using the Facility whose presence in the Facility he/she declared during the reservation.
3. The Landlord points out that the Facility is not adapted to the needs of persons with reduced mobility.
4. Bringing in and using pyrotechnics, narcotics, firearms and other dangerous items and materials is prohibited on the premises of the Facility.
5. Animals are prohibited on the premises.
6. The Landlord does not consent to the Tenant organising parties, events or meetings for a larger number of people than that declared when booking the Facility.
7. It is forbidden to accommodate more persons than declared in the Agreement.
8. The Tenant is obliged to immediately report any damage caused by him or persons for whom he is responsible and to cover the value of such damage.
9. There shall be no curfew on the premises.
10. The Landlord shall not be liable for valuables left in the rooms or items left outside the room on the premises of the Facility.
11. The Tenant undertakes to use the Property and its components in accordance with their intended use, to take care of the technical condition of the Property and to maintain it in good condition, to maintain the principles of good neighbourliness and to observe domestic order.
12. The Tenant shall leave the Property in an undamaged condition. If the Property is left in a condition that requires above-standard cleaning, the Landlord may charge an additional fee. Improper segregation or lack of segregation of waste is subject to an additional charge, in accordance with the Price List.
13. Smoking of tobacco products and e-cigarettes is strictly prohibited throughout the Facility, except in designated areas. Failure to comply with the ban will incur an additional charge, in accordance with the Price List.
14. Each time the Tenant leaves the Facility during their stay, the Tenant is obliged to secure the Facility by closing the entrance doors, balcony doors and windows, activating alarm systems and switching off

working electrical appliances.

15. In the event of a gross breach of the Rules and Regulations by the Lessee, the Lessor shall be entitled to withdraw from the Agreement with immediate effect and remove the Lessee from the Facility. Any fees in this situation shall not be refunded.

16. The Lessee shall be obliged to use the available equipment and facilities in accordance with their intended use, observing general health and safety rules.

17. In the event that the Hirer and the persons included in the booking do not have the required authorisation and training to use the items left at their disposal, the Hirer undertakes to protect these items from unauthorised access.

18. The hirer shall be solely responsible for all consequences of the use by unauthorised persons of items the use of which requires the necessary authorisation and training.

19. The use of items by persons who are not authorised and trained will incur a card charge in accordance with the Price List for each stated occurrence.

20. The car park is for the use of the Hirer and booked persons only. The car park is free of charge and unguarded. The Lessor is not responsible for vehicles or property left in them.

21. The facility has external monitoring.

22. Lighting of bonfires and barbecues is only permitted in designated areas. It is prohibited to leave a lit barbecue or bonfire unattended. When the barbecue or bonfire is finished, the site must be cleaned up.

23. The Landlord reserves the right to refuse to accommodate and to issue keys if the Tenant or person included in the reservation:

- 1) is visibly under the influence of alcohol or drugs,
- 2) refuses or fails to produce a valid identity document,
- 3) behaves aggressively, in a manner generally considered vulgar,
- 4) has caused damage to the Property during a previous stay or has otherwise grossly violated the rules of the Property resulting in the Lessor withdrawing from the agreement with immediate effect.

24. The Lessor shall not be liable for damage to property or personal injury suffered by the Lessee or third parties during the performance of the Contract.

25. Any breach of the Terms and Conditions may result in the imposition of contractual penalties and fees as set out in the Price List.

## § 9.

### RODO

In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data (hereinafter "GDPR"), we inform you that:

1. The administrator of the personal data of the Renter and other persons included in the booking is BPX Spółka Akcyjna with its seat in Wrocław, Powstańców Śląskich Street 28-33, registered in the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław under number 0000274149; NIP: 899-25-91-361, REGON: 020448682.

2. The personal data of the Hirer and other persons included in the booking will be processed:

1) in connection with the performance of the contract, for the purpose of providing services, on the basis of Article 6(1)(b) of the GDPR.

2) In connection with the video surveillance system - to ensure the security of persons and property on the premises, on the basis of Article 6(1)(f) GDPR. Data will only be disclosed to entities authorised to process personal data, which serve the administrator or its subcontractors, and to recipients authorised by law.

3. The personal data of the Hirer and the other persons included in the booking will be stored for a period of:

- 1) in connection with the contract being performed, i.e. the provision of services - the statute of limitations for claims under the contract being performed,

- 2) in connection with the video surveillance system for a period of 30 days.
4. The Hirer and any other person covered by the booking shall have the right to access the content of their data and to rectify, delete, restrict processing and transfer them, as well as the right to object to processing and to withdraw consent to data processing at any time without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal. In order to exercise the aforementioned rights, a request must be sent in writing or electronically to the data controller's address or e-mail address: funaberia@bpx.pl. The Administrator will exercise the indicated rights if there are no circumstances That entitle the Administrator to process them, of which the Hirer or any other person affected by the booking will be informed.
5. The Hirer and any other person covered by the booking shall have the right to lodge a complaint with a supervisory authority if he/she considers that the processing of his/her personal data violates personal data protection regulations.
6. The provision of personal data by the Hirer and any other person subject to the booking is voluntary, however, necessary for the aforementioned purpose of processing.
7. The data of the Hirer and other persons included in the booking will not be transferred to third countries, nor will it be processed in an automated manner.

#### § 10.

##### COMPLAINTS

1. The Lessee shall have the right to lodge a complaint regarding the functioning of the reservation system and the execution of the Agreement by the Lessor contrary to its terms and conditions.
2. The Lessor shall consider a complaint within 30 days of its receipt. If a complaint cannot be considered within 30 days, the Lessor shall inform the Lessee of the reasons for the delay and the expected date of consideration of the complaint.
3. If a complaint is not accepted, the Lessor shall justify in writing the reasons for the refusal and then instruct the Lessee of the right to appeal to the competent authorities.
4. Any complaints relating to the functioning of the reservation system and the performance of the Agreement by the Lessor, in particular relating to defects noticed during the Lessee's stay should be immediately reported by the Lessee to the accommodation manager, under pain of being disregarded by the Lessor 9 in the event of a complaint being reported at a later date. The Landlord undertakes to minimise the inconvenience or remove the defects as soon as possible. Once the repairs have been made or the inconvenience has been rectified, the Lessee waives the right to any other compensation from the Lessor. In the event of irregularities that cannot be remedied without undue delay, the Lessor shall endeavour to offer the Lessee an alternative solution to the problem if possible.
5. Complaints shall be made by e-mail to funaberia@bpx.pl or by informing the Landlord of the fault found.

#### § 11.

##### FINAL PROVISIONS

1. A tenant who is a consumer within the meaning of the provision of Article 221 of the Civil Code, in accordance with the content of Article 38 paragraph 12 of the Act of 30 May 2014 on Consumer Rights, in the case of contracts for the provision of accommodation services, other than for residential purposes, the consumer shall not have the right to withdraw from a contract concluded at a distance, as provided for in Article 27 of that Act.
2. It is the responsibility of the Tenant and the persons included in the reservation to familiarise themselves with the rules of the Facility.
3. The Rules and Regulations apply to all persons staying at the Facility.
4. The Rules and Regulations are available for inspection on the premises and will also be made available

electronically to the Hirer.

5. Any amendments to the Regulations shall be made by posting the new content of the Regulations on the Lessor's website.