

TERMS AND CONDITIONS



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1. Preliminary Provisions

- 1.1 These Terms and Conditions shall apply to any rental provision of aparthotel rooms for accommodation purposes and constitute a contractual template for bookings and define the rights and obligations of the aparthotel and the Client.
- 1.2 To make a booking, one is required to fill in the form, read and accept the provisions of the Terms and Conditions and make payment. Commencement of the stay at the aparthotel means that the Client accepted these Terms and Conditions
- 1.3 The Client makes the booking voluntarily. The aparthotel does not charge a booking fee.
- 1.4 The Terms and Conditions are valid for reservations made from 06.12.2023 onwards.
- 1.5 The following terms used in the Terms and Conditions shall have the meaning established according to the following definitions:
 - 1.5.1 Client a natural person who is at least 18 years of age with a full legal capacity (consumer) or, in the case of a reservation made for a company, a person who, in connection with their profession or service provided to a legal person and/or an organizational unit not being a legal person and to which the law grants legal capacity, makes a reservation in their name and on their behalf (not a consumer);
 - 1.5.2 aparthotel MILESTONE Wrocław Fabryczna Student Living, located at Fabryczna 24, 50-609 Wrocław managed by MILESTONE MANAGEMENT SERVICES PL sp. z o.o located at 188H Walentego Roździeńskiego Avenue, 40-203 Katowice, Poland, Tax ID: 9452237679, Email: shortstayfabryczna@milestone.net
 - 1.5.3 Online Payments online payment methods made available to the Client by the aparthotel as part of the booking process.
 - 1.5.4 Terms and Conditions these Terms and Conditions.

2. Technical Requirements

- 2.1 Making a booking requires connection to the Internet and an e-mail account, to which an e-mail confirming the booking (in case the reservation process is completed) or an e-mail notifying of the discontinuation of the booking (in case of non-completion of the reservation process) is sent.
- 2.2 For assistance or answers to any questions, please contact the aparthotel directly at: shortstayfabryczna@milestone.net

3. Booking Policy

- **3.1 The moment of making a booking:** A booking is considered to be made at the moment the aparthotel receives the payment confirmation by the payment gateway. Payment can be undertaken by using debit and credit cards.
- **3.2 Changing a booking:** Clients are kindly requested to contact us at shortstayfabryczna@milestone.net as soon as possible for any changes to their booking.



- **3.3 Decline a booking:** The aparthotel reserves the right to refuse to make a booking if there are no vacant rooms in the aparthotel. In such a case, the Client will automatically receive a message to the Client's e-mail address provided during the booking process informing the Client that the booking cannot be made.
- **3.4 Apartment allocation:** When you make a reservation or booking, you are booking an apartment (not a specific apartment). Each apartment is of similar size and equipment; however, interior design can be different.
- **3.5 Processing of booking:** We will process your booking within 48 hours from receiving your request. Please note that your booking has not been made or verified until you receive a confirmation email from shortstayfabryczna@milestone.net.

4. Cancellation Policy

- 4.1 **Cancellation Policy:** The following rules apply regarding cancellations:
 - If a Client cancels more than 10 days in advance, the total booking amount will be refunded.
 - If a Client cancels less than 10 days in advance, 30% of the booking price is non-refundable.
 - If a Client cancels less than 3 days in advance, the payment is non-refundable.

In case of correct cancellation according to the rules above, prepayment will be refunded the same way prepayment was done.

- 4.2 **No-Show Policy:** In the event of a no-show, the total booking price will be charged and is non-refundable.
- 4.3 **Cancellation Acknowledgment:** We only acknowledge the cancellation of a client's reservation in one way: the Client must send a cancellation request including the reservation number via email to the following address: shortstayfabryczna@milestone.net
- 4.4 **Confirmation of Cancellation:** All cancellations are confirmed via email within 48 hours after the reservation has been cancelled.

5. Prices and Taxes

The standard booking price includes the following:

- All taxes
- Utilities (water, gas and electricity)
- Internet
- Towels and bed linen
- Cleaning before and after your stay
- At MILESTONE we are committed to be sustainable and hence, we only clean your apartment before and after your stay. If you wish any additional cleaning, it is available upon request for extra charge of 80 Zloty per cleaning.
- At the end of every four days, the apartment will undergo complimentary cleaning free of charge
- All aparthotel room amenities and facilities as mentioned on our website under <u>Imprint-MILESTONE Student Living</u> and in our correspondence.



6. Staying at the aparthotel

- **6.1 Check-in time:** You can check in at any time from 15pm until 7pm from Monday to Sunday each week except public holidays, local time.
- **6.2 Receiving the keys:** A hard key will be provided by the front office after the full rental amount has been paid at the time of reservation. Please note that you will be charged with any costs associated with replacing the lost keys.
- **6.3 Prohibition on allowing the access to the room to unauthorised persons:** The Client may not allow to access the room, key by any person other than the aparthotel's staff.
- **6.3 Open payments:** The full room rental amount is payable upon the booking. The check-in process will not be finalised until the full payment is received and approved.
- **6.4 Contact information:** Please note that the aparthotel has the following opening times for the reception:
 - Mon. 08:00 21:00 h
 - Tues. 08:00 21:00 h
 - Wed. 08:00 21:00 h
 - Thur. 08:00 21:00 h
 - Fri. 08:00 21:00 h
 - Sa. 08:00 21:00 h
 - So. 08:00 21:00 h

Nevertheless, if you have any questions, complaints, or issues, please don't hesitate to reach out to us via email at: shortstayfabryczna@milestone.net

6.5 Check-out time: You can check-out until 11:00 am, local time. Later check-out may be requested at: shortstayfabryczna@milestone.net (however, does not bind the aparthotel). Please note that there will be an additional late check out (after 11:00 am) fee of 50 PLN for each commenced hour. After 6 pm full rental payment is charged according to the prices applicable on that day.

At the check-out please drop the key at the front office or hand it over to the security guard if the front office is not available. In the event that a Client has not checked out by the designated check-out time and prevents our cleaning staff from accessing the room for cleaning, a total fee indicated above will be charged to the Client's account.

- **6.6 Room inspection:** Please note that a more detailed inspection of the room is usually made after the check-out and we reserve the right to make charges for any damages or breakages found before the room is occupied again. In that case the Client will be informed in 48 hours of the charges (if any) and provided the documentation regarding the damage (photocopies, protocol and estimation of the cost of repair which will be charged to the Client's account).
- **6.7 Missing bed linen and towels:** Please be aware that bed linen and towels should be placed where they were originally found. The bed linen and towels are NOT gifts and should remain in the apartment. In the event that any bed linen or towel is found to be missing upon your check-out, a supplementary fee of 500 PLN will be applied to your account.
- **6.8 Extending Your Stay:** After you have booked your stay with us, you can extend your stay (depending on availability) by simply letting us know before your arrival. If you are already staying with us and you would like to stay longer, please let us know via e-mail: shortstayfabryczna@milestone.net



at least 24 hours before your check- out date. We will do our best to extend your stay at the aparthotel and this can include relocating you to a similar apartment if necessary.

6.9 Additional guests in the room: Please note that non-registered guests are allowed to stay in the aparthotel room from 9am to 21pm. If persons who are not checked in to the Client's room, stay in the aparthotel after 21pm, it means that the Client gives consent to the additional payment of such persons. The additional accommodation for each person will be charged at the current price for a two bed room on daily rate basis.

7. Children Policy

At MILESTONE Wroclaw Fabryczna, we welcome guests of all ages to experience a memorable stay. To ensure a comfortable and enjoyable visit for families, we have established the following children policy:

- One child under the age of 3 years is accommodated free of charge.
- For children aged 3 years and above, a charge equivalent to 30% of the regular booking price will apply.

Please be advised that, at this time, we do not offer specific bedding arrangements for children. Our accommodations are designed and furnished to cater primarily to adult guests. While we strive to make your stay as comfortable as possible, we recommend that you plan accordingly for any bedding requirements your child may have.

Children under 12 years of age should be under the constant supervision of their legal guardians during the stay on the aparthotel premises. Legal guardians are financially responsible for damage caused by their children.

8. Pet Policy

We strive to create a comfortable and welcoming environment for all our Clients. In consideration of the varied preferences and potential allergies of our Clients, we regret to inform you that pets are not allowed within the premises of the aparthotel. We understand the special bond between pets and their owners, but to ensure the highest level of service and comfort for all our Clients, we maintain a no-pet policy. We appreciate your understanding and cooperation in adhering to this policy.

The exception are assistance animals for persons with visual or mobility impairments /or prior written permission. This permission may be issued upon the payment in the amount of 65 PLN per day for one animal.

The stay of assistance dogs for persons with visual or mobility impairments is subject to the possession and presentation at the time of accommodation of its certificate confirming the status of the assistance animal and a certificate of completion of the required veterinary vaccinations and insurance. This animal should be kept in the Client's room, but not left alone in the room if it disturbs other guests at the time. In the interest of the safety of all aparthotel's guests, an assistance dog, when outside the room, must be equipped with a leash, collar or muzzle - depending on the dog breed. Assistance dog must be walked under the care of the owner or an authorised person. Owners of assistance dogs are obliged to clean up any waste left by dogs on the premises and in the vicinity of the aparthotel. All damage to the aparthotel property or the property of other guests caused by assistance dogs will be charged to the owners.



9. Room Policy

We want you to have a great time when you are here. But if things get too crazy, we go by the oldschool rule of 'you break it, you buy it' and property damages or missing items will be charged to your credit card at market value made by the aparthotel staff.

Pre-existing damages or room issues must be reported via e-mail: shortstayfabryczna@milestone.net immediately after registration to avoid responsibility and potential charges. The aparthotel allows quests, with permission, to receive occasional packages and special deliveries at the aparthotel.

We are not responsible for the safety of the packages or their contents or the storage of them.

Sing your heart out and have passionate conversation all day long, but from 11:00 pm to 7:00 am the whole aparthotel goes into hush mode for what we like to call quiet time (or sleep time). During the quiet time, you and your guests are obliged to behave in such a way as not to disturb other people in the aparthotel in any way. In case of the continuous breach of the quiet time we impose a fine in the amount of PLN 500.

It is forbidden to behave obscenely within the premises of the aparthotel (e.g. causing mischief in common areas).

10. Kitchen Room Policy

Please practice safe cooking habits and do not leave burners on, unattended. Please do not cook with strong smelling ingredients. Lingering smells that require room closure and deep cleans will be charged a cleaning fee of up to PLN 500.

11. Liability of Clients

The Client accepts the full liability for any damage of the appliances and equipment at the aparthotel and in the room, arising from the Client's conduct or the conduct of persons visiting the Client. The aparthotel reserves the right to charge the Client's credit card for damages after its departure.

In the event of violation of these Terms and Conditions and failure to comply with the recommendations of the aparthotel's staff, the aparthotel may refuse to provide further services to the Client. Such Client is obliged to immediately pay for the existing services, to pay for any damage and to leave the aparthotel. Such a person is not entitled to a refund of the price paid for the stay. The aparthotel has a statutory right of lien on items brought into the aparthotel by the Client in the event of non-payment by the Client for services rendered.

12. Firearms & Offensive weapons Policy

For the safety and comfort of all our Clients and staff, firearms and all types of offensive weaponry are strictly prohibited on the premises of any MILESTONE properties. This includes all types of firearms, whether openly carried or concealed. We believe in providing a secure and peaceful environment for everyone, and the presence of firearms poses unnecessary risks. We kindly request all visitors to adhere to this policy. If you have any questions or concerns, please don't hesitate to contact us shortstayfabryczna@milestone.net. The same shall apply to dangerous goods, flammable materials and explosives.



13. No Smoking Policy

To maintain a clean and healthy environment for all our Clients and staff, MILESTONE Urban Living operates as a smoke-free facility indoors. Smoking, including the use of electronic cigarettes and vaping devices, is strictly prohibited within the aparthotel premises. In the event of a breach of the no smoking policy, the Client will be charged a fine of PLN 500 gross.

However, we do provide designated smoking areas outside the aparthotel building. Clients who wish to smoke can do so in these designated outdoor areas. Please dispose of cigarette butts responsibly in the provided receptacles.

If the smoke detector is found to be deactivated by covering it up, disconnecting it or in any way affecting its functionality, the Client will be charged a fine of PLN 1000 gross.

In the event that a violation of the smoking ban by a Client will trigger a fire alarm, resulting in the intervention of the fire brigade, the aparthotel shall impose a penalty on the Client to cover the costs of the fire brigade intervention and evacuation costs. The aparthotel does not exclude the necessity to the need to additionally seek compensation through the courts.

14. Guest Safety Policy

As a part of our commitment to maintain our Clients' safety, employees will not disclose the identity, room number or presence of a Client to anyone other than appropriate law enforcement. This includes the taking of or delivery of messages or indirect forwarding of phone calls. It is the responsibility of Clients to communicate their presence and room number to any person they wish to receive calls or visits from.

A video surveillance system is installed in the aparthotel. The monitoring serves to improve the safety of aparthotel's guests. The surveillance data can be made available to the relevant services upon request.

The aparthotel assumes no responsibility for any personal bodily injury incurred while using the gym/fitness center facilities, where available. If you use the gym/fitness center facilities, you do so at your own risk.

For reasons of fire safety, it is prohibited to use heaters, irons and other electrical appliances, which are not part of the equipment of the aparthotel's rooms. The above does not apply to chargers and power supplies for audiovisual and computer equipment.

15. Lost Items and Security Policy

At MILESTONE Wroclaw Fabryczna, we prioritise the safety and security of our Clients' belongings. We understand that accidents can happen, and we are committed to assisting you in every possible way if you encounter any issues with missing items during your stay.

15.1 **Leaving Items in the Room:** We highly recommend that Clients store valuable items such as passports, cash, jewellery, and electronics within their rooms. Items kept in the rooms are subject to enhanced security measures.



15.2 **Missing Items:** In the event that you believe an item is missing from your booked room, please take the following steps:

- Contact Us: Report the missing item to us at shortstayfabryczna@milestone.net as soon as you notice it. We will initiate an immediate investigation.
- Room Inspection: Our staff will conduct a thorough search of your room and surrounding areas to help to locate the missing item.
- 15.3 **Acknowledging Lost Items:** We can only acknowledge lost items if they had been stored inside your room. Items stored elsewhere are not covered by our policy.
- 15.4 **Client Cooperation:** To assist us in our investigation, we kindly ask that you provide all relevant information about the missing item, including a description and its approximate value.
- 15.5 **Items left in the room:** Personal items left in the room after the check-out may be sent back, at the Client's request, to the address indicated by the Client. If such instruction is not received, the aparthotel will store these items for 8 weeks and then dispose of the item.

16. Data Protection

The safe and responsible handling of personal data is of the utmost importance to the aparthotel.

The Client acknowledges that MILESTONE MANAGEMENT SERVICES PL sp. z o.o located at 188H Walentego Roździeńskiego Avenue, 40-203 Katowice, Poland, Tax ID: 9452237679, Email: shortstayfabryczna@milestone.net as controller stores and processes its personal data, for the following purposes:

Data category	Purpose	Legal basis	Recipient
identity and the contact details of the Client, such as, first and last name, title and qualifications, degrees, address, date of birth, gender, marital status, passport number, citizen card number and tax number data regarding the payments, credits, balances and arrears, as well as bank account number in the case of recovery orders			services of payments, document management or IT services, to the property owner, public entities as result of a legal obligation as well as in individual cases based on the legitimate interest of the Client or a third party regarding, for instance, the collection of debts.
identity and the contact details of the Client	Marketing by the aparthotel for its own services and products	Overriding legitimate interest for marketing ot the aparthotel's own services	Milestone operation GmbH

The aparthotel ensures to the Client all its personal data will be erased three years after the date of check-out and since the Client to the date does not have any debts or judicial disputes, with or against, the aparthotel without prejudice of data that shall be kept due to legal obligations. Monitoring data is stored for 14 days from the date of image registration.



Further information about the handling of the Client's data can be found in Privacy Policy on the Platform

Your data will not be transferred to any third countries.

You have a right of access to your personal data from the controller, as well as a right to rectification, erasure, restriction of processing, a right to object to processing and a right to data portability. If you are of the opinion that the processing of your personal data by the controller violates the applicable data protection law, you have the right to lodge a complaint with the data protection authority.

17. Governing Law and Disputes

Any disputes are governed by the provisions of Polish Civil Code.