



GENERAL REGULATIONS

To ensure the comfort of stay, peace and safety of all Nad Wyspa Guests, we appreciate your cooperation in complying with regulations stated below.

§ 1. SUBJECT OF THE REGULATIONS

1. The General Regulations are an integral part of the short-term rental contract that is concluded at the moment of booking your stay, regardless of the method of booking and the chosen payment (deposit on account of reservation or the entire amount for the stay). The General Regulations define the rules for the provision of services, responsibility and the rules of stay on the premises of Nad Wyspa.
2. By making a reservation, regardless of the method of the booking and the chosen payment (deposit on account of reservation or the entire amount for the stay), the Guest declares that she/he has read these General Regulations and accepts its provisions.
3. The General Regulations apply to all Guests of Nad Wyspa premises.
4. The General Regulations are available for inspection at home.

§2. NAD WYSPA

1. The facility is owned by Mr Tomasz Syrtów, address: ul. Sienkiewicza 1, 22-600 Tomaszów Lubelski.
2. The facility is located at the following address: Zatyle 52, 22-680 Lubycza Królewska.

§3. BOOKINGS AND PAYMENTS

1. The reservation is confirmed after the advanced of at least 30% of the value of the whole stay is successfully transferred to the indicated bank account, in three days time from the booking.
2. The above-mentioned advance is non-returnable.
3. The rest of the cost of stay (the booking lump-sum minus the advance) is charged to 7 days prior to arrival, by transfer to the indicated bank account.
4. We make every effort to ensure that our house is always in the best condition and its equipment always in working order, therefore on arrival, when issuing the keys to the house, a returnable guaranty deposit is charged in the amount of one day rent , i.e. PLN 2,000. The afore-mentioned deposit is refundable after stating no damage up to 3 days after Guests' departure to the indicated bank account.
5. Below-mentioned sums may be deducted from the deposit:
 - 5a. PLN 300,- fee for additional cleaning, in the case of e.g. leaving dirty dishes, substantial soiling of bedding, e.g. by dogs, substantial soiling of couch that makes it require washing.
 - 5b. PLN 500,- fee for smoking at home - the cost of ozonation of all rooms.
 - 5c. Damage / loss to property will be established individually.
6. Nad Wyspa does not reimburse the costs of a shortened stay.
7. The facility does not charge any additional utility charges.

§4. HOTEL DAY

1. The hotel day at Nad Wyspa starts at 4:00 p.m. and ends at 10:00 a.m. the next day - the house will be handed over at 4:00 p.m. at the earliest on the day of arrival and it has to be vacated by 10:00 a.m. on the day of departure at the latest. On the day of arrival Guests are welcomed between 4:00 p.m. and 10:00 p.m.
2. Guests will be charged for the next hotel day in case the house is not vacated in accordance with the General Regulations.

§5. STAY

1. Nad Wyspa will take into account Guests desire to extend the stay if the booking calendar allows it.
2. It is forbidden to use open fire in the house and on the terrace. Grills should be set to a minimum 2 meters from the building and terrace. It is strictly forbidden to bring, store and using kindling other than those provided by the house (liquid kindling in particular).
3. It is strictly forbidden to smoke in the house. Breaking this provision will be effective in charging the Guests with a fee of PLN 1,000.
4. Guests are asked to take care of tidiness in the facility.
5. Free wifi is available for the Guests.

§6. GUESTS RIGHTS AND LIABILITY

1. Guests shall report any remarks to the Nad Wyspa facility staff and they are guaranteed to receive an appropriate help.
2. Upon arrival Guests receive a remote control for the main entrance gate and 3 garage gates. Guests will be charged 200,- PLN per set for losing the afore-mentioned remote control.
3. Guests are not allowed to hand over the remote control to third parties.
4. Children under the age of 18 should always be under constant care and supervision of parents/legal guardians. Parents/legal guardians bear the entire financial responsibility for any damage caused by child under their supervision.
5. For safety reasons, Guests leaving the house are asked to turn off the lights, turn off the taps and close the windows. Nad Wyspa staff reserves the right to enter the house during the Guests absence in order to perform these activities in case the regulation has not been complied too.
6. It is strictly forbidden to use heating and electrical appliances (e.g. air conditioners) others than those offered by Nad Wyspa in the facility. This provision does not apply to chargers and power adapters for phones, tablets, computers, hair dryers etc.
7. Any defects or problems has to be reported briefly upon arrival, otherwise the facility is understood to be in perfect condition by both parties.
8. Guests bear full financial and legal responsibility for any kind of damage to equipment, technical devices and other elements of the house caused by their fault or the fault of their visitors and will be billed upon departure according to purchase invoices.

9. Nad Wyspą has a strict 10:00 p.m. to 07:00 a.m. curfew all Guests are asked to respect. Any loud behavior causing discomfort to other Guests will be considered a breach of the rules of these General Regulations.
10. Guests are asked to close the gates to the facility each time they go in or out.
11. Blankets, bedspreads, rugs as well as bed linen and towels prepared at home are only and exclusively for indoor use, and are not allowed to be treated as beach items.

§7. FACILITY RESPONSIBILITY

1. Nad Wyspą does not hold any responsibility for situations and breakdowns beyond our control, such as utilities malfunction, and also for their effects.
2. Nad Wyspą does not hold any responsibility for items left by Guests at home or at the premises.
3. Nad Wyspą will not store any items left by Guests at home or at the premises.
4. Nad Wyspą does not hold any responsibility for items left in the Guests' cars, as well as for damage or loss of a car left in the parking lot of the facility.
5. The car park of the facility is not guarded.

§8. PETS

1. Animals are welcome at Nad Wyspą, but the willingness to come with a pet must be determined before booking.
2. Nad Wyspą charges a fee for an animal according to the current price list.
3. All animals staying in the facility must remain under constant care and supervision of their owners/caregivers
4. Any animal behavior causing discomfort to Guests may result in termination of the stay. Owners / caregivers are obliged to clean after their pets immediately.
5. Animals are not allowed to stay on furniture inside the facility such as sofa, bed, chair etc. It is forbidden to leave animals at home without surveillance.
6. Failure to comply with the provisions of this paragraph may result in termination of the stay with immediate effect and without reimbursement of cost of the remaining stay.
7. It is forbidden to wash animals inside the house.

§9. COMPLAINTS

1. All complaints and comments regarding the stay at Nad Wyspą shall be submitted in person to the staff member of the facility, by phone or in writing to the address of the facility or by e-mail to the address nad.wyspa@gmail.com as soon as the grounds for their notification are known.
2. All complaints and comments will be considered individually as soon as possible after being reported, however, they will not affect the cost of the stay.

§10. GDPR

1. The administrator of your personal data is: Nad Wyspą Tomasz Syrtów, ul. Sienkiewicza 1, 22-600 Tomaszów Lubelski. Contact details: e-mail: nad.wyspa@gmail.com, phone: Róża 792 077 676 or Tomasz 787 323 020.
2. The purpose for which Nad Wyspą processes personal data is, first of all, conclusion and implementation of the contract for the provision of short-term rental services. In addition, the purpose of processing personal data by Nad Wyspą is: a. documenting the performance of the service for tax purposes, b. providing the highest quality services, c. pursuing possible claims in connection with the damage suffered by Nad Wyspą caused by Guests or the defense against the Guest's claims in relation to Nad Wyspa.
3. Nad Wyspą does not collect consents for the processing of personal data for marketing purposes.
4. The legal basis for the processing of personal data of Guests obtained by Nad Wyspą is the agreement for the provision of short-term rental services and at the same time its consent expressed by making reservation. Nad Wyspą informs that the consent may be withdrawn at any time, however, its withdrawal does not affect the validity of the processing that took place before the consent was withdrawn.
5. Your personal data will be processed by Nad Wyspą, but may also be entrusted to be processed by other entities. In every such case, the transfer of data does not entitle the recipient to use them in other purposes than those expressly indicated by Nad Wyspą. The transmission of this data usually takes place in the case of cooperation with a subcontractor (e.g. provider of IT support services Nad Wyspą, provider of postal services, etc.) or a service provider (e.g. a provider of data storage services, website hosting services, transport or taxi company). Thanks to this, Nad Wyspą can provide the highest level of services. In any case, transfer of data does not release the administrator from responsibility for their processing.
6. Personal data may also be transferred to public authorities and state services, such as the police, ABW or tax authorities, as long as they are authorized to do so by applicable law and issue the appropriate request.
7. Personal data will be processed throughout the period required by tax law and civil law (claims validity) for the period of validity of the data.
8. Guests can withdraw their consent to the processing of personal data at any time, as well as they have right to request access to their personal data at any time in order to update it, delete it or make processing restrictions. The Guests have right to transfer data and to object against data processing, as well as the right to issue a complaint to the supervisory authority (GIODO). These rights also apply if the personal data are being processed by the administrator in the correct manner.
9. In addition, we would like to inform you that Nad Wyspą is not going to transfer your data outside the EEA, and that Nad Wyspą does not make decisions in an automated manner, including profiling.
10. At the same time, Nad Wyspą informs that providing personal data such as name and last name, as well as a telephone number is necessary to conclude a short-term rental agreement.

§11. FINAL PROVISIONS

1. Nad Wyspą shall make every effort to ensure that General Regulations hereby stated are always met in order to maintain the highest possible comfort of Guests' stay in the facility.
2. Nad Wyspą reserves the right to amend General Regulations at any time.
3. The law applicable to disputes between Guests and the facility is Polish law.
Any disputes will be resolved by the court competent for the Nad Wyspą facility.

