

Terms of Use for the Guest House and Quincho facility at the Farm in Gniewoszyce 9

1. Guests staying at the Guest House on the Farm's premises are kindly asked to observe the rules of safety and cultural conduct.
2. Reservations can be made by phone at tel. com: +48 601 687 820, by email at: winnica.subtilia@gmail.com, or through the OLX online service.
3. These Terms define the conditions under which a reservation and rental of the Guest House can be made. Making a reservation is equivalent to accepting the provisions of these Terms. At the moment of making a reservation and paying the deposit to the account, the rental agreement is considered concluded.
4. The agreed-upon reservation (by phone or email) must be confirmed by paying the agreed deposit amount into the bank account on the day the reservation is made. Lack of payment within this period will result in the cancellation of the reservation.

Bank transfer details:

Bank Spółdzielczy w Iłowa
44 9672 0008 0139 0737 3000 0010

Wojciech Nowak
Gniewoszyce 9
68-210 Nowe Czaple

Transfer title:

Agritourism Deposit - please provide the reserved date and contact information.

1. Payment of the deposit or the full amount by the Renter signifies their acceptance of these rental terms for the Guest House at the Farm.
2. For cancellations up to 14 days before the stay, the Farm will refund 50% of the payment. For cancellations less than 14 days before the stay, the payment is non-refundable.
3. For stays longer than 2 days, a deposit of 30% is required upon reservation. The remaining balance for the stay is settled in cash for the entire period, in advance on the day of arrival, upon receiving the keys to the guest house (the deposit payment is included in the settlement).
4. The Guest House at the farm exclusively offers four sleeping places for individuals over 4 years of age. Parents with children under 4 years of age are responsible for ensuring their children's peaceful and safe sleep within their own arrangements.
5. For weekend-only stays from Friday to Sunday (a two-night stay), a 100% payment for the entire house (four sleeping places) is required via bank transfer on the day of the reservation.
6. The non-use of any of the services by the Guests does not entitle them to a refund of the amount paid.

7. The rental period at the Guest House is from **3:00 PM** on the day of arrival until **11:00 AM** on the day of departure. It is possible to arrive at an earlier time by prior telephone arrangement.
8. In the event of an inability to arrive at the previously agreed-upon time for reasons beyond their control, the Renter is requested to notify the Owner or the person responsible for handing over the keys by telephone.
9. In the event of an earlier departure than previously reserved, the fee is not subject to change and is non-refundable, even if the arrival or stay is delayed or shortened (due to personal reasons, transportation difficulties, strikes, weather, viruses, illness, accidents, etc.).
10. The agreement concluded between the Farm Owners and the Renter covers only and exclusively the rental of the guest house with the possibility of using the Quincho facility. It does not include transportation, meals, or the organization of leisure time.
11. The Renter is financially responsible for any damages caused by their fault in the guest house and the Quincho facility during their stay and agrees that any repairs of damages, replenishment of missing equipment, or removal of defects will be carried out at their expense, or they will pay compensation in full for the value of the losses incurred, at the latest on the day of departure, in cash to the Owners or the responsible person. The Renter is also responsible for any damages caused by persons accompanying them. The Owner of the damaged property decides on the method of compensation.
12. Please report any malfunctions of equipment and property to the Owners immediately.
13. Parents are obliged to provide constant supervision over their children on the entire premises of the Farm. In connection with the parents' responsibility for their children's safety and for all consequences of their actions, the Farm Owners make a special request for increased attention in the care of their children.
14. The Owners are not responsible for valuable items left in the Guest House or the Quincho facility, particularly such as: cash, securities, jewelry, precious stones, documents, numismatic or philatelic collections, works of art, or other items of a valuable, historical, artistic, or unique nature. The parking space on the Farm's premises is an unguarded area; the Owners are not responsible for the loss or damage of vehicles or property left in them.
15. The price of services provided by the Farm Owner does not include insurance. Renters use the services at their own risk. The Owners bear no liability for injuries, damages, and destruction of property (damages caused to health and property).
16. The Owners are not responsible for temporary inconveniences occurring due to independent suppliers, e.g., temporary lack of electricity.
17. We accept pets on the Farm's premises provided that this fact is reported in advance during the reservation and that they will not endanger or disturb third parties nearby. The owner must have full control over their animal. Any damages caused by the animal are borne by the Renter. Dog owners are asked to walk their dogs outside the Farm's premises and to clean up after their animals on the Farm's premises.
18. There is a complete ban on smoking tobacco / cigarettes / e-cigarettes in the guest house. This ban does not apply to the Quincho facility.
19. The Farm Owners ask for waste segregation – especially plastics and metals into a separate, dedicated bag.

20. The Renter is obliged to maintain order in the Guest House and the Quincho facility, and also to leave the Guest House in the condition it was found in, which includes, in particular, before departure: washing kitchen equipment, tidying the occupied house, including taking out the trash. Failure to comply with the above will result in the payment of compensation in the amount of 80 PLN for the final cleaning of the guest house and the Quincho facility.
21. A compensation fee of 100 PLN will be charged for lost keys to the facility.
22. In matters not regulated by these Terms, the relevant provisions of the Civil Code and the Act on Agritourism Services shall apply. Any disputes between the Owners and the Renter will be resolved amicably, and in the case of a lack of agreement, by the court with jurisdiction over the Owners' registered office.
23. These Terms are effective from July 1, 2022.

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(RENTER'S SIGNATURE)

(OWNER'S SIGNATURE)

Regulation on the Protection of Personal Data (GDPR)

Information Clause

In accordance with Art. 13(1) and (2) of the 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 (General Data Protection Regulation – GDPR), we kindly inform you that:

The Controller of your personal data is Gospodarstwo Rolne – Wojciech i Zuzanna Nowak, address: Gniewoszyce 9; 68-210 Nowe Czaple.

The basis for data processing is Art. 6(1)(a) of the GDPR.

In matters related to your personal data, please contact us by e-mail: winnica.subtilia@gmail.com or send correspondence to the address of the Farm's registered office indicated above.

Your personal data are processed:

- For the purpose of providing the accommodation service on your behalf at the Farm in Gniewoszyce 9, 68-210 Nowe Czaple, and for the possible pursuit of claims related to the provision of these services.
- For the purpose of collecting payment for the accommodation and for additional fees indicated in the terms and conditions related to your stay in the Guest House and the use of the Quincho facility at the Farm in Gniewoszyce 9.

Personal data will be stored:

- for the period of providing the accommodation service on your behalf by: Gospodarstwo Rolne - Wojciech i Zuzanna Nowak, address: Gniewoszyce 9; 68-210 Nowe Czaple, and for the period of the statute of limitations for potential claims related to the provision of these services, for the period in which legal regulations require the Farm Owners to store documentation.

You have the right to access your personal data, to rectify, erase, or restrict their processing, as well as the right to data portability.

Your data will not be subject to automated decision-making, including profiling, will not be transferred to third parties, and the Farm Owners will exercise due diligence to secure this data.

You have the right to object to further processing, and in the case of giving consent for data processing – to withdraw it. Exercising the right to withdraw consent does not affect the processing that took place up to the moment of consent withdrawal.

In the event that you consider that your personal data is being processed in a manner inconsistent with the applicable Regulations, you have the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office (ul. Stawki 2, 00-193 Warsaw).

Information clause for persons present on the premises monitored by the video surveillance system operated by the Farm in Gniewoszyce 9; 68-210 Nowe Czaple.

Based on Art. 13(1) and (2) and Art. 14(5)(b) of the 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, we inform you that the controller of your personal data is the Farm in Gniewoszyce 9; 68-210 Nowe Czaple. Contact the controller by phone: +48 607 42 66 35 or by letter to the above address.

Video surveillance is conducted by the Farm, which belongs to the controller, to ensure order and the safety of persons on the monitored premises, as well as for the protection of property and for fire protection.

The video surveillance system is used by the controller due to its legitimate interest and is based on the following legal grounds: a) Art. 6(1)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016...; b) Art. 111 of the Act of 10 May 2018 on the protection of personal data (Journal of Laws of 2018, item 1000);

Regarding video surveillance, you can contact us:

- a) by letter or in person: Gospodarstwo Rolne Wojciech Nowak, Gniewoszyce 9; 68-210 Nowe Czaple;
- b) by e-mail: winnica.subtilia@gmail.com
- c) by telephone: +48 607 42 66 35

The video surveillance covers: the entrance gate with the parking area, the road to the entrance gate from Rancho Piwonia, the Guest House, and the back door of the Farm Owners' house.

Your personal data is secured in accordance with applicable regulations, and its recipients may be entities authorized to receive it under overriding legal provisions. Recordings from the surveillance system will be stored until they are overwritten (depending on the size of the recording), for a maximum of 10 days, or until the final conclusion of proceedings conducted on the basis of the law. Your personal data will not be transferred to countries outside the European Economic Area or to international institutions, nor will it be processed for a purpose other than that for which it was collected.

Decisions concerning your personal data will not be made in an automated manner. You have the right, for evidentiary purposes, to submit a written request to the owners of the Farm in Gniewoszyce 9, 68-210 Nowe Czaple, to secure a recording from the video surveillance system. The request must be submitted in person at the Farm's office. Securing a recording from the surveillance system is always done upon request and may be made available only to bodies conducting proceedings regarding a recorded event, e.g., the police, the prosecutor's office, courts. A person recorded by the surveillance system has the right to access the data under the terms specified in Art. 15 of the GDPR, and the right to restrict the processing of data under the terms specified in Art. 18 of the GDPR. These rights may be subject to limitations arising from separate legal provisions in specific cases. You have the right to lodge a complaint with the supervisory authority - the President of the Personal Data Protection Office (at the address of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw), if you believe that the processing of your personal data violates the provisions of the general data protection regulation.