

**-TERMS OF SERVICE FOR ROOM RENTAL BY
JAROCH-KONWENT PAKOS KANCELARIA RADCÓW PRAWNYCH sp. k.
(formerly: Jaroch Pakos Kancelaria Radców Prawnych s. c.)**

DEFINITIONS

1. **Regulations** – these regulations govern the conclusion and performance of Agreements, including via electronic means of communication, for the provision of Room rental services. The current content of the Regulations is published on the website: <https://wynajemwroclaw.pl>.
2. **Kancelaria** – Marta Jaroch-Konwent and Agnieszka Pakos conducting business as partners of the limited partnership Jaroch-Konwent Pakos Kancelaria Radców Prawnych sp. k. (formerly: Jaroch Pakos Kancelaria Radców Prawnych s. c.), NIP: 8971858043, REGON: 380898156, headquartered in Wrocław, pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław.
3. **Property** – unit no. 1 located at ul. Kościuszki 17-19, 50-037 Wrocław, 4th floor.
4. **User** – a natural or legal person entitled to use the Room based on an Agreement concluded with the Kancelaria.
5. **Guest** – a natural person not bound by any Agreement with the Kancelaria, present on the Property at the request or with the consent of the User.
6. **Parties** – refers to the parties to the Agreement, i.e., the Kancelaria and the User.
7. **Consumer** – a User being a natural person, concluding an Agreement with the Kancelaria, the subject of which is not directly related to their business or professional activity.
8. **Agreement** – an agreement concluded at the Kancelaria's headquarters or remotely (online) with the User (including the Consumer), concerning the provision of Room rental services by the Kancelaria. The content of the concluded Agreement includes the provisions of the Regulations, information about the selected Room, and the price list available on the website <https://wynajemwroclaw.pl>.
9. **Room** – premises made available for a fee within a given Package for the User and their Guests. Detailed data and the appearance of the Rooms are available on the website <https://wynajemwroclaw.pl>.
10. **Common Areas** – parts of the Property, which include: kitchen equipped with household appliances described in detail on the website <https://wynajemwroclaw.pl>; bathroom, reception, hall, relaxation area.
11. **Package** – the type of service covered by the Agreement concluded between the Kancelaria and the User. The Package and its scope are specified on the website <https://wynajemwroclaw.pl>.
12. **Day** – means 10 clock hours within one calendar day.

GENERAL PROVISIONS

13. The Regulations define the rules and conditions for renting Rooms, as well as the rules for using the Rooms and Common Areas.
14. The Regulations apply to the User and Guests.

15. The Kancelaria declares that it has a legal title to the Property, authorizing it to rent Rooms to third parties.
16. The Kancelaria is not responsible for the program, course of events organized in the Rooms by the Users, including the content presented during them and the materials and publications used by the User or Guests.
17. Contact details for concluding and performing the Agreement are:
 - 1) Correspondence address: pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław.
 - 2) Email address: rezerwacje@wynajemwroclaw.pl
 - 3) Phone number: 606-964-060

AGREEMENT FOR ROOM RENTAL USAGE

RESERVATIONS AND PAYMENT RULES

18. The Agreement is considered concluded after booking the Room and paying in full.
19. Room reservations and payment can be made:
 - 1) Remotely by selecting the chosen Package on the website and clicking the “Pay” button and using the fast payment platform;
 - 2) By email or at the Kancelaria’s headquarters by filling out the Room reservation form, which is Appendix 1 to these Regulations, and paying by cash or bank transfer to the account provided in the email correspondence: rezerwacje@wynajemwroclaw.pl, and sending the transfer confirmation by email.
20. Failure to pay within 24 hours of booking the Room results in its expiration.
21. The Package is chosen by the User upon concluding the Agreement. The User can change the Package after concluding the Agreement only with the explicit written consent of the Kancelaria.
22. The time of using the Room corresponds to full clock hours (60 minutes). The minimum time of using the Room is one clock hour. Access to Rooms is possible from 8:00 AM to 6:00 PM from Monday to Friday. It is possible to individually determine other hours for using the Rooms than those indicated above; however, this requires individual arrangements with the Kancelaria.
23. The condition for renting the Room is paying the reservation in full.
24. The Kancelaria is not responsible in case of the User using fewer hours of the Room than specified in the Agreement, and in such a situation, the User is not entitled to a reduction of fees resulting from the Agreement.

ROOM INFORMATION

25. The Property consists of Rooms and Common Areas.
26. The User has the right to invite Guests.
27. Common Areas are available to each User and Guests.

ROOM HANDOVER

28. The Room is handed over by an authorized employee of the Kancelaria.
29. During the handover, the authorized employee of the Kancelaria will familiarize the User with the rules of using the equipment and infrastructure of the Room and Common Areas.
30. The authorized employee of the Kancelaria, after handing over the Room, fills out the "Handover Protocol of Rooms and other premises," the template of which is Appendix 2 to these Regulations.

RIGHTS AND OBLIGATIONS OF THE PARTIES

31. The User is entitled to stay and use the Rooms and Common Areas under the terms specified in the Agreement and the Regulations.
32. The User is obliged to:
 - a. use the Room and Common Areas in accordance with their intended purpose, applicable law, and proper operation requirements to comply with applicable fire safety regulations,
 - b. use the electrical, gas, water, computer, telephone, and other networks located on the Property in a way that does not cause their damage, contamination, overload, or other damage preventing or hindering their use,
 - c. ensure that the use of Rooms and Common Areas by them and their Guests does not interfere with the use by other entitled persons,
 - d. take care of the proper security of Rooms and Common Areas, as well as the items located there, against any damage, destruction, or loss,
 - e. return the Room in a condition not deteriorated beyond normal wear and tear and bear the costs of restoring the Room to such condition,
 - f. immediately inform the Kancelaria of all failures or defects in the Rooms, Common Areas, as well as devices.
33. The User has the right to use their multimedia equipment to the extent allowed by the infrastructure of the Property and Rooms, provided it does not interfere with the peaceful use of the Rooms by other Users and does not violate the provisions of the Regulations.
34. The User is not entitled to transfer any rights and obligations arising from the Agreement to third parties they cannot sublease or provide the Rooms for free use.
35. The User is responsible for any damage caused on the Property by them and their Guests. The User cannot repair defects, failures, damages on their own without the consent of the Kancelaria. The Kancelaria can remove any defects, failures, or other damages in the Rooms, Common Areas, and devices located there, caused by the User or Guests. In such a case, the Kancelaria will charge the User with the costs of repairing the damage.
36. The Kancelaria is obliged to:
 - a. provide the selected Room to the User on the terms and conditions specified in the Agreement,
 - b. immediately remove failures or defects not caused by the User in time allowing for the use of the Room and Common Areas as specified in the Agreement,
 - c. maintain order in the Rooms and Common Areas, except for cleaning and disposal of catering waste, which is the User's responsibility.

TERMINATION OF THE AGREEMENT

37. A User being a Consumer, who concluded the Agreement via electronic means, has the right to withdraw from the Agreement within 14 days from its conclusion without providing any reason and without incurring any costs.
38. To comply with the withdrawal period, it is sufficient for the Consumer to send a statement of withdrawal from the Agreement before the withdrawal period expires. The Consumer should inform the Kancelaria of their decision to withdraw by a clear written statement sent to the Kancelaria's address, via the contact form, or by email to rezerwacje@wynajemwroclaw.pl. The Consumer can use the withdrawal form, which is Appendix 3 to these Regulations, but it is not obligatory.
39. The Kancelaria will immediately send the Consumer confirmation of receipt of the withdrawal statement to the email or postal address provided by the Consumer, depending on the way the statement was received.
40. The right to withdraw from an Agreement concluded outside the business premises or remotely does not apply to the Consumer if the Kancelaria has fully performed the Room rental service with the Consumer's explicit consent. If the Consumer requested the commencement of service before the withdrawal period expired, they are obliged to pay the Kancelaria a fee for the Room rental in proportion to the services provided until the moment they informed the Kancelaria of the withdrawal from the Agreement.
41. Detailed instructions on the right of withdrawal are included in Appendix 4 to these Regulations.

USE OF ROOM AND COMMON AREAS

42. The User is obliged to use the Rooms and Common Areas, as well as the infrastructure and equipment located there, according to their intended purpose.
43. The User is obliged to maintain order and cleanliness in the occupied Room and Common Area.
44. The use of Common Areas and the rented Room by the User and their Guests must not interfere with the use by other entitled persons.
45. The User is not entitled to place their advertisements, signs, or conduct any advertising or marketing activities in the Common Areas.
46. Common Areas equipped with household appliances indicated on the website <https://wynajemwroclaw.pl> are available to the User and their Guests free of charge unless the Agreement states otherwise.
47. The Kancelaria agrees to the User using catering services at their own expense and responsibility. The User is obliged to clean and dispose of catering waste themselves.
48. Maintaining order in the Rooms, except for cleaning and disposal of catering waste, is the Kancelaria's responsibility.

INTERNET ACCESS

49. The User and their Guests have unlimited, wireless Internet access on the Property.
50. Using the connection to download or share illegal materials is prohibited and may result in the immediate termination of services.

51. The Kancelaria is not responsible for any potential damages caused by the non-functioning or malfunctioning of the Internet connection if the malfunction is due to reasons on the part of the provider.

COMPLAINTS

52. Complaints regarding services can be submitted by contacting the Kancelaria at 606 964 060, at the address pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, via email: rezerwacje@wynajemwroclaw.pl, and through the contact form on the website <https://wynajemwroclaw.pl>.
53. The complaint should include, in particular: a description of the matter the complaint concerns, an email or postal address to which the response should be sent, and the preferred way of informing about the resolution of the complaint.
54. The complaint will be reviewed, and a response will be provided immediately, no later than within 14 days from the date of submission of the complaint. The User will be informed about the resolution of the complaint according to the details provided in the complaint submission.
55. The above content regarding the complaint submission is exemplary, and the User is not obliged to follow it, and it does not affect the effectiveness of complaints submitted without the recommended description. In case of any deficiencies in the submitted complaint, the Kancelaria will request the User to complete them according to the address details provided in the complaint submission.

DISPUTE RESOLUTION

56. Disputes between the User and the Kancelaria concerning the conclusion and performance of the Agreement will be resolved in accordance with Polish law by the common court competent for the Kancelaria's headquarters, and in the case of the Consumer – according to the jurisdiction resulting from applicable regulations.
57. A User being a Consumer has the possibility to use out-of-court methods of resolving complaints and pursuing claims, in particular, they are entitled to:
- contact the permanent consumer arbitration court operating at the provincial inspectorates of the Trade Inspection with a request to resolve the dispute arising from the concluded agreement,
 - contact the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings to amicably resolve the dispute with the Kancelaria,
 - obtain free assistance in resolving a dispute with the Kancelaria in the form of free assistance from the county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection,
 - use the online consumer dispute resolution platform (ODR platform), which is an interactive website through which the Consumer can submit their complaint. Address of the ODR platform:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>
58. Detailed information on the possibility of using out-of-court complaint resolution by the Consumer is available at:
https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php

INFORMATION ON PERSONAL DATA PROCESSING

59. The Kancelaria is the controller of the User's personal data (within the meaning of the GDPR). The contact details of the Kancelaria are provided in the glossary.
60. The personal data indicated above is processed to conclude and perform the Agreement, based on Article 6(1)(b) GDPR. After the Agreement is performed, personal data may be processed to assert or defend claims by the Kancelaria, based on Article 6(1)(f) GDPR, for the period of the statute of limitations for claims.
61. Providing personal data is necessary to conclude and perform the Agreement. The processing of personal data to a broader extent may occur based on voluntary consent (Article 6(1)(a) GDPR).
62. The User's data may be shared to the extent necessary to conclude and perform the Agreement.
63. Personal data provided to the Kancelaria comes directly from the User.
64. The Kancelaria processes the following personal data: name, surname, contact details, identification numbers (in particular tax number), bank account numbers.
65. Personal data will not be used for automated decision-making, including profiling.
66. Persons whose data is processed by the Kancelaria have the right to access their personal data, rectify it, delete it, or limit its processing, as well as the right to object to its processing, the right to data portability, and the right to withdraw consent at any time to the extent that the consent is the basis for data processing. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
67. Persons whose data is processed by the Kancelaria also have the right to lodge a complaint with the President of the Personal Data Protection Office.

Appendix 1 to the Regulations

on Room Rental by

Jaroch-Konwent Pakos Kancelaria Radców Prawnych sp.k. (formerly: Jaroch Pakos Kancelaria Radców Prawnych s. c.)

Room Reservation Form

Name, Surname/Company Name:

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.....

Personal Identification Number:

.....

Company Registration Number:

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Invoice Data (Name, Surname/Company Name, Address, NIP):

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.....
.....

Selected Package:

Room Usage Period:

I choose to use the room rental service before the expiration of the withdrawal period.

Additional Remarks:

.....
.....

Date and Signature of the Authorized Person

.....
.....

Handover Protocol of Rooms and Other Premises

prepared on: **between:**

Kancelaria: Marta Jaroch-Konwent and Agnieszka Pakos conducting business as partners of the limited partnership Jaroch-Konwent Pakos Kancelaria Radców Prawnych sp.k. (formerly: Jaroch Pakos Kancelaria Radców Prawnych s. c.), NIP: 8971858043, REGON: 380898156, headquartered in Wrocław, pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, represented by:

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User:

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.....

*Regarding: Room I / Room II / Room III Equipment of the Room:**

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Start Time:

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End Time:

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Remarks:

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.....
.....

The protocol was prepared in two identical copies, one for each party.

.....

(Kancelaria)

.....

(User)

**choose the appropriate option.*

Withdrawal Form

This form should be completed and sent only if you wish to withdraw from the Agreement. The right to withdraw applies to the Consumer.

To: Jaroch-Konwent Pakos Kancelaria Radców Prawnych sp.k. (formerly: Jaroch Pakos Kancelaria Radców Prawnych s. c.), NIP: 8971858043, REGON: 380898156, pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, email: rezerwacje@wynajemwroclaw.pl

I hereby declare that I withdraw from the agreement concluded remotely regarding the rental of a room by the Kancelaria.

Date of Agreement Confirmation:

Consumer's Name and Surname:

.....

Consumer's Address:

Consumer's Signature (if the form is sent in paper version):

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.....

Date:

Providing the above data is not mandatory but will significantly expedite the withdrawal process.

Instruction on the Right of Withdrawal

I. Right of Withdrawal

1. The Consumer has the right to withdraw from the Agreement within 14 days without giving any reason. The withdrawal period expires 14 days after the Agreement is concluded.
2. According to Article 38 of the Consumer Rights Act of May 30, 2014, the right to withdraw from an agreement concluded outside the business premises or remotely does not apply to contracts:
 - a. for the provision of services, if the entrepreneur has fully performed the service with the explicit consent of the consumer, who was informed before the service began that after the service was fully performed by the entrepreneur, they would lose the right to withdraw from the contract;
 - b. for the supply of digital content which is not supplied on a tangible medium, if the performance has begun with the consumer's explicit consent before the withdrawal period expired and after being informed by the entrepreneur about the loss of the right to withdraw from the contract.
3. To exercise the right of withdrawal, the Consumer must inform the Kancelaria (Jaroch-Konwent Pakos Kancelaria Radców Prawnych sp.k. (formerly: Jaroch Pakos Kancelaria Radców Prawnych s. c.), pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, phone: 606-964-060, email: rezerwacje@wynajemwroclaw.pl) of their decision to withdraw from this Agreement by an unequivocal statement (in particular, a letter sent by mail or email).
4. The Consumer can use the withdrawal form, which is Appendix 1 to these Regulations, but it is not obligatory.
5. To meet the withdrawal deadline, it is sufficient to send the statement of withdrawal before the withdrawal period expires as specified in point one.
6. If the Consumer requested the commencement of services before the withdrawal period expired, they lose the right to withdraw from the moment the service is fully performed.

II. Effects of Withdrawal

In the event of withdrawal from this Agreement, the Kancelaria will refund all payments received from the Consumer immediately, and in any case no later than 14 days from the day the Kancelaria is informed of the Consumer's decision to withdraw from this Agreement. The refund will be made using the same payment methods as those used by the Consumer unless the Consumer has expressly agreed otherwise. The Consumer will not incur any fees related to the refund of their payments.

If the Consumer requested the commencement of services before the withdrawal period expired, they are obliged to pay the Kancelaria a fee for the Room rental in proportion to the services provided until the moment the Kancelaria is informed of the withdrawal from this Agreement.