

Rules of the “Misia Łapa” Agritourism Facility

Subject matter

1. The Rules determine the terms of providing services, liabilities and conditions of stay at the Facility. They constitute an integral part of the agreement concluded by signing the registration card and paying the deposit or the whole sum due for the stay at the Facility. By performing the aforementioned actions, the Guest confirms that they are familiar with and accept the Rules.
2. The Rules are binding to all the Guests staying at the Facility.
3. The Rules are accessible at the Facility’s office and at each of the apartments.

Hotel day

1. The rooms are rented for hotel days (minimum length of stay is 4 hotel days).
2. The check-in is at 4 pm on the day of arrival, with the check-out at 11 am on the day of departure.
3. The option to extend the hotel day is subject to room availability and the decision of the personnel.

Booking and checking in

1. Reservations may be made in writing, online, or by phone.
2. The Guest is obliged to pay a deposit amounting to 30% of the whole sum within 3 days (in words: three days) after making a reservation (whereby the date of payment shall be taken into account).
3. The reservation becomes secure when the Facility receives a deposit amounting to 30% of the payment due for the stay in the period confirmed in writing by the Facility. If the deposit is not paid, the reservation may be cancelled.
4. Failure to appear at “Misia Łapa” before 6 am next morning (on the second day of stay) shall be understood as lease cancellation if the Guest does not inform the Lessor about this fact earlier (this applies to reservations with deposits).
5. The cancellation of lease or changes to the details of your visit declared after the deposit has been received by the Management of “Misia Łapa”, made in writing or by e-mail no later than 30 days before the first day of stay (whereby the day on which the notification of cancellation was received by the Service Provider shall be taken into account) for bookings made for: Christmas, New Year’s Eve, winter holidays, Easter and summer holidays, and no later than 28 days for all other dates, shall result in termination of the agreement, and the deposit shall be returned to the Guest (by bank transfer to an account specified by the Guest).
6. The cancellation of lease made later than within the above-mentioned periods shall constitute withdrawal from the agreement, and the deposit shall not be returned (legal basis: Article 394 of the Polish Civil Code).
7. If a booked stay is shortened, the amount paid for the non-used time shall not be returned.
8. In situations which are beyond the control of the Guest or the Lessor, the time of stay at the apartment may be changed to any other time, but no later than 2 months from the first day of stay. The availability of the apartment has to be taken into consideration.
9. In order to check in, the Guest must present an identity document and sign the registration card.



10. The Guest is obliged to pay the whole sum due for their stay immediately after arrival, during check-in.
11. It is forbidden to transfer the room to any third parties, even if the period of stay that the Guest had paid for has not been completed.
12. Persons who have not checked in at the reception desk may only stay in the rooms between 8 am and 10 pm.
13. The Facility may refuse to accommodate a Guest who had grossly breached the Rules during their previous stay, especially by damaging the property of the Facility or its Guests or causing personal injury to Guests, personnel or any other persons staying at the Facility.
14. Any Guests who have grossly breached the Rules during their stay, acted in an aggressive or vulgar way or damaged the property belonging to the Facility, its Guests or the personnel, may be forced to leave "Misia Łapa" immediately.
15. In the event of check-out of a Guest who has grossly breached the Rules, the Facility shall not reimburse the Guest for the remaining part of their stay. Moreover, the Guest shall be charged for the damage they caused.
16. While handing the keys, the employee responsible for check-in instructs the Guest on the use of selected electrical devices available at the apartment. At this moment the Guest is familiarised with their number and technical condition, as well as the technical condition of the apartment itself.
17. By not raising any objections regarding the technical condition upon check-in, the Guest acknowledges that the condition of the apartment is acceptable.
18. It is forbidden to accommodate additional persons in the apartment without consent from the personnel of the Facility.

Responsibilities of the Guests

1. Children under 12 years of age should remain under constant supervision of their guardians. The guardians take financial responsibility for any damage caused by children.
2. The Guest takes full financial responsibility for any damage to or loss of equipment or technical devices belonging to the Facility, caused by themselves or their visitors. The Facility reserves the right to make claims for damages caused by the Guest also after their departure.
3. Should the Guest breach the Rules, the Facility may refuse to provide them with any services. The person at fault is obliged to comply with the Facility's requests immediately, to pay for the services they received or any damage they caused, and to leave the Facility.
4. The Guest should turn off the TV, light and taps as well as lock the door every time they leave the room.
5. The Facility has the statutory right to retain the Guest's property kept at the Facility as a lien in the event of delay in payment for the stay or failure to pay for the services provided.
6. The Facility shall not be responsible for the Guest's personal belongings left unattended.
7. Upon the end of stay the Guest shall leave the apartment in a fit state of repair.
8. On the day of departure the Guest shall provide access to the rented apartment to a customer service employee in order to check its condition. Only then may the Guest leave the apartment. Any claims connected with potential damages observed during the personnel's visit at the apartment may be settled in court.



9. In the event of loss of the key or pendant, the Guest shall be required to pay a fee of PLN 100.

10. The Guest is obliged to report at the Facility's office on the day of departure, in order to complete check-out (i.e. to provide access to the apartment and return the key).

Responsibilities of the Facility

1. The Facility shall be liable for the loss of or damage to money, securities, valuables or items of scientific or artistic value ***only if*** these items have been placed on deposit at the Facility.

2. The Facility shall not be responsible for damage to or loss of cars or other vehicles belonging to the Guest, nor for any items or living animals left in the vehicle, regardless of whether the vehicle was parked at the Facility's parking lot or outside the premises of the Facility.

3. The personnel may not move or use the Guest's personal belongings without their consent. However, they may enter the rented apartment in order to collect garbage without notifying the Guest. Entrance to the premises shall also be allowed in case of a threat to the Guest's safety or if the Guest does not comply with the Rules.

4. The Facility and its personnel shall not be responsible for the Guest's personal belongings left unattended.

Returning items left at the Facility

1. Any objects left by the Guest at the apartment after their departure shall be sent back to the indicated address at the Guest's expense.

2. If the Guest does not indicate an address for the items to be sent to, they will be stored at the Owner's expense for 2 months. After this period they will become the property of the Facility. Food products will be stored for 24 hours.

Night quiet time

The night quiet time at the Facility begins at 10 pm and ends at 7 am.

Additional provisions

1. Animals may be kept at the Facility only with consent from the Facility's personnel. Obtaining consent will depend on the type and breed of animal. If consent is given, animals may be kept at the Facility for an additional fee (PLN 50 for a hotel day). The owner of the animal is responsible for preventing any danger the animal may pose to the other Guests and the personnel. The presence of dogs belonging (even partially) to breeds deemed aggressive is strictly prohibited. The Guest is obliged to remove any waste left by the animal, both at the Facility and within its premises.

2. Smoking at the Facility is permitted ***only*** in the designated area outside the building.

3. It is forbidden to store in the rooms any hazardous objects, such as weapons, ammunition, flammable materials, solvents, paints, etc.

4. Due to fire safety requirements, it is forbidden to use at the apartment any kinds of appliances or devices powered by electricity or gas, which are not part of the available equipment and may cause fire hazards, such as immersion heaters, space heaters, gas burners, moka pots, etc.

5. Removing items (such as towels, blankets, pillows, devices, kitchen appliances) from the apartment is strictly prohibited.



6. It is strictly prohibited to enter the Facility in ski boots. Ski boots and other types of ski equipment should be left where they belong, i.e. in the vestibule.

7. The Guest authorises the “Misia Łapa” Agritourism Facility, located at Wierch Rusiński 5a, 34-530 Bukowina Tatrzańska, to store and process their personal data in accordance with the Act on the Protection of Personal Data (Journal of Laws of 2002, No. 101, Item 926, as amended), for the essential purposes related to their stay at the Facility and their use of the services offered there.

8. Peddling and door-to-door sales are strictly prohibited at the Facility.

9. It is forbidden to make loud noise at the Facility as well as to generate unpleasant smells, or to act in any other way which may disturb, harm or annoy other Guests.

10. It is forbidden to make any changes to the arrangement and equipment of the rooms, except for slight adjustments to the placement of furniture that do not compromise functionality and safety of use.