



TERMS AND CONDITIONS

These are our standard booking terms and conditions. It is important to read in order to understand that by booking with us, you agree that:

1. You have read the T&Cs and agree to be bound by these Terms.
2. You consent to our use of your information in accordance with our Privacy Policy
3. You are over 18 years of age

About Us:

LVR Warsaw is the trading name of Actinidia Sp. z O O

The Polish registration is: 0000933324

Tax Number: 5252884998

Our registered address is: Ul Kwiatowa 2, 05-506, Magdalenka

Definitions:

‘We’, ‘us’ and ‘our’, refers to Actinidia sp Z O O, ‘You’, ‘your’, ‘client’, ‘guest’ and ‘lead guest’ refers to the customer entering into the Rental Agreement.

The lead guest is the person who holds the booking and to whom all correspondence and invoices are addressed, and who is responsible for the rental. The lead guest must be 18 years or older. Spouses’ names are not considered inter-changeable.

Occupancy:

The number of persons occupying the property must not exceed the number stated on the booking form. If there are additional guests the supplier will be within his/her right to refuse entry or request an additional charge upon arrival.

Securing your Booking:

To secure your booking, a 30% (thirty percent) deposit is required with the completion of the Rental Agreement. This should be signed by the lead guest/s, which in turn, indicates your agreement to our T&Cs.

Payment:

If the initial reservation is received less than 30 days from arrival date, the completed and signed Rental Agreement must be accompanied by 100% (one hundred percent) of the total invoice price within two working days. Payment can be accepted by credit card or bank transfer only, in this case.

If the initial reservation is received more than 30 days before the first day of the rental period, the completed and signed Rental Agreement must be accompanied by a deposit of 30% (thirty percent) of the total invoice within five working days.

Final payment of the balance of the cost of your rental must be received by us by the date shown on the Rental Agreement. We are not responsible to remind the lead guest of this final payment date. If we do not receive the final payment due on time, we reserve the right to treat the booking as cancelled by you.

ACTINIDIA, Ul. Kwiatowa2, 05-506 Magdalenka, NIP: 5252884998

Bank details: MBank, Ul. Prosta 18, 00-850 WARSZAWA

PLN : PL83114020620000268773001001, SWIFT: BREXPLPWXXX

EURO : PL56114020620000268773001002, SWIFT: BREXPLPWXXX

USD : PL02114020620000268773001004, SWIFT: BREXPLPWXXX

Insurance:

It is your responsibility to ensure that the personal travel insurance you purchase is adequate and appropriate for your needs and is obtained as soon as you have made the booking, which should include cancellation fees in the event of a cancellation for any reason.

Cancellation made by you:

In the event of a cancellation by you, the following will be used to calculate the cancellation charge shown as a % of the total invoice.

*Period before arrival within which written
notification of cancellation is received by us*

Up to 30 days	= loss of 30% deposit
Up to 14 days	= loss of 50% of total cost
Up to 7 days	= loss of 100% of total cost

We highly recommend that personal travel insurance is taken on the day that you make your booking, to ensure any last minute cancellation will be taken care of by your insurance.

Cancellation by us:

In the unlikely event that we are forced to make changes to a booking, or the property is unavailable for reasons beyond our control, the lead guest will be notified immediately and we will do our utmost to provide an alternative in one of our other properties. We reserve the right to transfer your booking to that property.

If we are unable to find a solution, we will refund you the full amount but will not be liable for cancellation charges pertaining to travel arrangements that have been made by you.

Payment Methods:

You may pay by credit card, Visa, Mastercard and American Express or bank transfer. We do not charge extra for credit card payments. Payments using American Express will incur a 1.5% handling charge. All payments are taken in Polish Zloty.

Final Cleaning Charge:

All our properties have a final cleaning charge. You will be notified of the cost which will appear on your Rental Agreement.

Security Deposit and Damages for Direct Bookings:

Guests are responsible for the property, both indoor and outdoor facilities whilst staying at the property. Should damages occur, the cost must be paid by the lead guest. We require a refundable security deposit prior to you accessing the rental property. The amount required will be stated on your Rental Agreement.

The security deposit will be used to cover the cost of potential damages reported by the guest or found upon inspection at check-out.

Guests will also be responsible for paying any legal fees, including any third party's fees and those of Actinidia.

Household Facilities:

All our properties are supplied with sufficient linens, towels, tableware and cookware for the number of guests it can accommodate. Fresh linens and towels are provided on a weekly basis. Should you require further supplies, please contact our Guest Relations Manager.

Safety and Facilities for Children:

All our properties accept children of all ages, as well as pets. Our properties have a small selection of facilities and furniture for infants and small children but we highly recommend you request at the time of booking.

Some of our properties have swimming pools and spa facilities that are not secured with fences or gates to safeguard young children. *Actinidia does not accept any responsibility for ensuring the safety of your children within the rented property and grounds.*

Complaints:

In the unlikely event you are dissatisfied with your rental property, you must first notify LVR Warsaw/Guest Relations immediately so that they can be investigate and the necessary action taken to remedy. In no circumstances can compensation be made for any complaints that are made after the date of departure, or where you have denied us the opportunity to put matters right during your stay. If the problem is not remedied quickly, please put your complaint in writing to us.

Force Majeure

Force majeure means that neither we nor the supplier will pay you compensation if we have to cancel or change your booking in any way because of unforeseeable circumstances beyond our control. These can include for example, but are not limited to, war, threat of war, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, adverse weather, sea and ice conditions.

If there is a force Majeure event that results in you being unable to attend your accommodation but does not impact the availability of the accommodation, the booking will be treated as cancelled by you and as such the cancellation charges set out in the 'cancellation by you' section will apply.

Personal Data

Actinidia SP. Z O.O comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on GDPR. In Poland, the GDPR provisions are supplemented by the Personal Data Protection Act of May 10, 2018. – **(Act of 10 May 2018 on the Protection of Personal Data, Journal of Laws of 2018, item 1000)**

We would therefore like to draw your attention to our full Privacy Policy, found on our website, regarding the way in which we process your personal data according to the Regulations.

By accepting these T&Cs, you agree and consent to our use and processing for your personal information relating to you and your party. We process your information so far as necessary to allow us to deliver your accommodation.

Such information shall be treated in compliance with European legislation as well as any other such legislation that substitutes, complements or elaborates the privacy and data protection legislation, and will be used to process bookings and payments made at your request.

For the purpose of these Terms, personal information includes, but is not limited to:

Telephone numbers, e-mail addresses, addresses, signatures, ID or passport details, credit card details, personal preferences, disabilities, or any other personal information related to you or your group that may be relevant for your booking.

When you do provide personal data to us which relates to another person, you must obtain their consent for you to provide such data to us for processing in relation to the booking. If they do not consent, you must not provide such information to us.

Please see our full Privacy Policy.