

BOOKING CONDITIONS HOLIDAYHOMES-POLAND.

General and booking

1. Holidayhomes-Poland intermediates in temporary rentals of special houses and other for holidayrentals suitable objects privately owned or owned by foundations; each application will be judged by the owner and locally the owner or a housekeeper will always be available; the holidaytenant always is himself responsible for his holidaypleasure.
2. A request has to be confirmed by means of returning the completed and signed confirmation form which Holidayhomes-Poland will send you; a scan of the completed form can be attached to an email or if no scan facility available the completed form can be sent without signature as an attachment in a reply to and including the original email of Holidayhomes-Poland.
3. The booking is definitive only after receiving the downpayment or the amount due if chosen to pay in one sum. In case of a down payment the remaining amount will have to be received on the 28th day before the arrival date at the latest.
4. The payment can be made through paypal (www.paypal.com) or to the account mentioned in the reservation form within two weeks after receiving the application form stating expressly the name of the house and the arrival date. Possible transfer costs are to be paid by the holiday tenant.
5. After receipt of the reservation form and the amount a confirmation or receipt will be sent by post or email.
6. Before the arrival date the holiday tenant can have himself replaced by someone else under the following conditions:
 - a. The replacement agrees to all conditions of the booking; and
 - b. The request is being done more than 7 days before the arrival date.

Rent

7. The published rent is based on prices, exchange rates, charges and taxes, known to the landlord at the moment of publication.
8. The landlord has the right to raise the published rent due to changes in the in 5 mentioned costs. This does not apply to already paid rents.

Agreement

9. The owner-housekeeper has the right to cancel the agreement well reasoned without delay until 28 days preceding the arrival date. Already paid amounts will be returned to the holiday tenant within 14 days after the agreement was cancelled.
10. After the coming about of the agreement the holiday tenant can apply for a change in the agreement. Until 28 days preceding the arrival date the changes will be met as much as possible. The changes will be confirmed by post or email. The application will be decided upon as soon as possible. Rejection will be well reasoned and communicated immediately. The holiday tenant is obliged to reply without delay whether he accepts the decision or wants to cancel the agreement. In the latter case article 9 will be applicable. In case no response of the holiday tenant on the rejection of his request is being received the original agreement will be executed.
11. In case of cancellation the following rules apply:
 - a. Until 28 days preceding the arrival date holiday tenant will be refunded the whole amount minus the downpayment or if paid in one sum minus 20% of the agreed rental sum and the applicable transfer costs,
 - b. Until 14 days preceding the arrival date holiday tenant will be refunded 50% of the agreed rental sum minus the applicable transfer costs,
 - c. Within 14 days preceding the arrival date the holiday tenant will be refunded 25% of the agreed rental sum minus the applicable transfer costs.

Traveldocuments

12. The holiday tenant is responsible for having all necessary travel documents before departure, such as valid passport, obligatory visa, proof of vaccination. The holiday tenant is himself responsible for gathering the necessary information at the authorities or verify before departure that previously gathered information is still correct. If the holiday tenant cannot accomplish his journey due to missing or incorrect documents the occurring costs are for his own account.

Complaints about the rented object

13. If the stay is not according to expectations due to damage to the apartment or to objects in the apartment the holiday tenant is obliged to contact the owner-housekeeper without delay to facilitate the owner-housekeeper to arrange for a suitable solution.
14. If the stay is not according to expectations, the owner-housekeeper is obliged to compensate for the damage, unless the shortcoming cannot be attributed to the owner-housekeeper or a person whose help he uses for executing the agreement, because:
 - a. The shortcoming is to be attributed to the holiday tenant, or
 - b. The shortcoming could not be foreseen or can be attributed to a third party, or
 - c. The shortcoming can be attributed to an event which the owner-housekeeper or the person who assists him in executing the agreement, while taking every possible precaution, could not be foreseen or was beyond remedy, or
 - d. The shortcoming in the execution of the agreement is to be attributed to circumstances beyond one's control as in article 18.
15. If the stay is not according to expectations due to circumstances which can be attributed to neither the holiday tenant neither the owner-housekeeper, each carries his own expenses.
16. The owner-housekeeper is just the same not liable if and as far as the holiday tenant has been able to claim his damages on any insurance.
17. If the owner-housekeeper is liable against the holiday tenant for loss of holiday pleasure due to the in article 13 through to 16 mentioned circumstances the compensation will be limited to one time the paid amount at the most.
18. Circumstances beyond one's control are defined as abnormal and unforeseen circumstances independent of the will of the person who pleads this as an excuse and of which the consequences could not be avoided despite taking precautionary measures.

The stay

19. Each house may be guarded by a housekeeper which may live in the property; Also the owner may live nearby or in the property. If there are unsolvable disagreements with the housekeeper the holiday tenant is obliged to contact the owner immediately.
20. On the agreed arrival time the holiday tenant will be handed over the key to the house or apartment by the owner-housekeeper. A key deposit can be applicable. The key of the house has to be returned to the owner-housekeeper on the agreed departure time. If the key is not returned the holiday tenant will be liable for the costs of replacing the lock.
21. The holiday tenant is liable for all damages to the apartment or object there in caused by the holiday tenant.
22. The owner-housekeeper nor the housekeeper are liable for theft or loss of properties belonging to holiday tenant.
23. Holiday tenant is obliged to comply to the house rules of the house or complex and more specifically:
 - a. Staircases and hallways have to remain free of any object hindering or obstructing free passage in case of emergency.
 - b. Kitchen waste and alike must be neatly wrapped deposited in the provided containers.