



## **TERMS AND CONDITIONS OF ONLINE RESERVATIONS**

The Regulations (hereinafter referred to as the "**Regulations**") define the terms and conditions of reservation, renting and using conference rooms located on level "+1" of the building at Senatorska 2 in Warsaw (hereinafter referred to as the "**Building**") by Workin sp. z o.o. its registered office in Warsaw with its address: Senatorska 2 St., 00-075 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Department of the National Court Register under KRS no. 0000623827, REGON: 364736041, NIP: 5223065571 (hereinafter referred to as "**Landlord**" or "**Workin**") to the entity renting conference rooms or other rooms in the Building (hereinafter referred to as "**Tenant**") under the rules described in this Regulations in order to organize a meeting, training session, conference, show or other event (hereinafter referred to as "**Event**") which does not infringe rights and personal rights of the Landlord.

1. Reservation of the conference room or other room in the Building (hereinafter referred to as the "**Room**") is made by the Tenant online via the form available on the website [www.workin-senatorska.pl](http://www.workin-senatorska.pl).
2. Room reservations may be made no earlier than 180 calendar days prior to the Event start date and no later than 9 hours prior to the Event start date.
3. Making a Reservation is possible after the Tenant accepts the Regulations and the rules of processing personal data by the Landlord (RODO). Confirmation of the Reservation and conclusion of the agreement occurs provided that and at the moment of the Tenant's payment of the Rent and Costs in favour of the Landlord in accordance with point 24 of the Regulations, subject to the reservation described in point 7 below.
4. The Landlord sends confirmation of the reservation and information on the terms of use of the Room by e-mail to the address specified in the reservation form.
5. The Tenant is the organizer of the Event and it is responsible for obtaining the appropriate approvals and permits and making notifications regarding the organization of the Event if such approvals and permits are required by law or required by offices, institutions, or the Landlord.
6. The Tenant undertakes to use the reserved Room in accordance with its intended purpose, terms and conditions resulting from the Order, the agreement connecting it with the Landlord, if concluded, the Regulations and other regulations and procedures applicable in the Building and other arrangements with the Landlord, as well as respecting the rights of other persons using common parts of the Building, as well as occupational health and safety rules and RODO regulations. The Tenant undertakes to maintain order in the Room and its surroundings.
7. Organizing the Event on a weekend or on a public holiday or on any day in the evening (5:00 p.m. to 10:00 p.m.) or at night (10:00 p.m. to 6:00 a.m.) is subject to separate agreement with the Landlord and requires an additional confirmation by the Landlord of the possibility to organize such an Event at that time.

8. If the event that The Tenant organizes the Event in the evening (5:00-22:00) and at night (22:00-06:00), it is obliged to organize the Event in a way that will not disturb the order, peace or rest at night of other persons.
9. The Tenant declares that it has the knowledge, skills and material and personal resources to organize the Event in a way that does not violate the provisions of the Regulations.
10. The Tenant undertakes not to bring into the Building and the Rooms any materials endangering life and health, or any intoxicating substances.
11. The Tenant may use their own catering during the Event after agreeing with the Landlord the principles of using catering in the rented Room.
12. Bringing and serving alcohol by the Tenant at the Event is subject to separate agreement with the Landlord and requires the prior consent of the Landlord and is done at the sole responsibility of the Tenant.
13. The Tenant will not be entitled to sell alcohol in the Room or elsewhere in the Building.
14. The Tenant will be liable for damages caused by the participants and organizers of the Event and their associates staying in the Building.
15. The presence of animals in the Building or the Room requires the prior written consent of the Landlord.
16. Before organizing the Event, the Tenant is obliged to become familiar with the condition of the rented Room. Entering into realization of an Event means that the Tenant fully accepts the condition of the rented Room and it has no objections.
17. The Tenant will pay to the Landlord the rent and other costs related to the rental and organization the Event in the Room (hereinafter referred to as "**Costs**") on the terms and in the way agreed with the Landlord and specified on the Reservation form and the Regulations.
18. Coffee service in the Room is an additionally paid service subject to separate arrangements at the time of making the Reservation, the price of which is included in the Costs.
19. Catering or Lunch in the Room is an additionally paid service subject to separate arrangements at the time of making the Reservation, the price of which is included in the Costs.
20. Renting by the Tenant of electronic equipment used for recording, transmitting or playing video content (such as: RTV, laptop, camcorder, etc.) (hereinafter referred to as the "**Equipment**") is an additionally paid service subject to separate arrangements at the time of making the Reservation, the price of which is included in the Costs.
21. Other additionally payable services are subject to agreement at the time of making the Reservation and the price of which is included in the Costs.
22. Using printers, photocopiers and telephones will be subject to prior agreement with the Workin employee and may result in the Tenant being charged the previously indicated amount, which is included in Costs.

23. Additional paid services described in points 18-22 of the Regulations in the case of organizing an Event on the date specified in points 7 of the Regulations require additional confirmation by the Landlord of the possibility to provide these services on the booked date.
24. The Tenant is obliged to pay to the Landlord the total Costs, the amount of which was determined at the stage of Room Rental Reservation (organization of the Event) in advance in the following way:
- a) by credit card accepted by "Przelewy24",
  - b) by an Internet bank transfer through the "Przelewy24" service,
  - c) Internet bank transfer through "PayPal" service.

The moment of payment will be the moment of effective payment as described in paragraphs a.-c. above. Credit card authorization and payment settlement is handled by an external entity through a direct connection to the server of the payment card settlement agent. All fees associated with payment processing will be paid by the Tenant.

25. If the Tenant cancels the rental (or the Event) after making the Reservation more than 7 days before its scheduled start date, the Tenant will be obliged to pay to the Landlord 50% of the Costs, excluding the cost of coffee service referred to in point 18 of the Regulations. If the Tenant resigns from the rental under the conditions described in this point and previously paid the Costs, the Landlord will return 50% of the Costs charged within 7 days of receiving the Tenant's resignation. The coffee service costs referred to in point 18 of the Regulations will be returned by the Landlord in full within the period indicated in the preceding sentence.
26. If the Tenant cancels the rental (or the Event) less than 7 days before the scheduled start date of the rental, or if the Tenant does not inform the Landlord about the cancellation, the Landlord has the right to retain 100% of the Costs paid by Tenant and not return it to the Tenant. The coffee service costs referred to in paragraph 18 of the Regulations shall be returned by the Landlord in 7 days of receipt of the Tenant's resignation subject to if the Tenant cancels the rental (or the Event) less than 24 hours before the scheduled start date of the rental, or if the Tenant does not inform the Landlord about the cancellation, the Landlord shall have the right to retain it in full and not return it to the Tenant..
27. The cancellation should be made in writing and delivered to the Landlord. An email with a attached scan of the cancellation letter is considered to be a written statement of cancellation.
28. The cancellation conditions described in points 25-26 of the Regulations do not apply if the Tenant, after making the Reservation, cancels only the additional services described in point 19 of the Regulations, for which the cancellation and refund conditions are as follows:
- a. The Tenant may resign from the catering or lunch service no later than 72 hours prior to the scheduled start time of the Event. In such case, the Tenant is obliged to pay to the Landlord 50% of the cost of this service. If the Tenant previously paid for this service, the Landlord will return 50% of the costs charged for this service within 7 days of receiving the Tenant's resignation.
  - b. If the Tenant cancels catering or lunch services less than 72 hours prior to the scheduled start time of the Event or if Tenant does not inform the Landlord of the cancellation of such services, Landlord will be entitled to retain 100% of the cost paid by Tenant for such service and will not return it to Tenant.

- c. In the case of renting the Room in order to organize an event for a group of more than 10 persons, together with declaring in the Reservation the wish to use the services described in paragraph 19, possible cancellation by the Tenant from of the catering or lunch services after making the Reservation is subject to separate settlements and arrangements with the Landlord, taking into account the rules specified by the catering or lunch supplier.
29. The return of the provided Rooms and Equipment should take place within 15 minutes of the end of the rental period indicated in the Reservation and should take place in the presence of a representative of the Landlord. An extension of the renting period of the Rooms is possible subject to their availability, requires consent of the Landlord and is made on the basis of the Price List constituting Attachment No. 1 to these Regulations, in cash or by a payment card at the place of renting the rooms. In the case of shortening the renting period of the Rooms, the Landlord is entitled to retain 100% of the Costs paid by the Tenant and not to return them to the Tenant.
  30. The Tenant will return the rented Room and Equipment to the Landlord after the end of the Event. The parties will include in the protocol any damage caused in connection with the organization of the Event. If the Tenant refuses to sign the protocol or is not present at the protocol return of the rented Room, the Landlord is entitled to unilaterally sign the protocol.
  31. If the Tenant uses additional services described in paragraph 20 of the Regulations, the Tenant is responsible for the Equipment during its rental. The Tenant is obliged to use the Equipment in accordance with the attached operating instructions.
  32. The Tenant is obligated to return the Equipment together with the rented accessories in an undamaged condition. Upon returning the Equipment, the Landlord's representative will check its physical condition and completeness. If the Equipment is destroyed or damaged, the Tenant will be charged the cost of repairing the damage in the appropriate amount (hereinafter "**Equipment Compensation**"). The Equipment Compensation is included in the Costs and is payable on the day of the end of the Event in cash or by credit card at the rental location, unless the Landlord informs the Tenant of another date.
  33. Exceeding the agreed rental period, including a delay in the return of the Room or Equipment will result in the Tenant being charged for each commenced hour according to the Landlord's price list.
  34. The Landlord will issue a VAT invoice for room rental (organization of the Event) and for charging additional fees no later than within 72 hours of confirming the Reservation.
  35. The Landlord will not be responsible to the Tenant or any third party in the event that the Room is not made available to the Tenant for reasons beyond the Landlord's control or in cases not attributable to the Landlord, in particular as a result of force majeure, including when it is due to sanitary-epidemiological restrictions caused by the SARS-CoV-2 virus epidemic. The Landlord will also not be responsible to the Tenant or any third party in the event of any change in the date or shortening of the rental period resulting from the above reasons.
  36. In the event failure to complete the rental due to reasons beyond the Landlord's control, the Landlord may offer the Tenant another Room, subject to availability of other Rooms.
  37. Workin will exercise its authority under paragraph 36 of the Regulation in a way that is consistent with Tenant's reputation.

38. Complaints should be submitted in writing to the registered address of the Landlord or electronically to the e-mail address: [info@workin-senatorska.pl](mailto:info@workin-senatorska.pl).
39. Complaints are considered within 14 days of receipt of the complaint by the Landlord.
40. In order to make a Reservation via the website, it is necessary to have:
  - a. a terminal device with access to the Internet and a web browser,
  - b. active electronic mail account (e-mail),
  - c. cookies enabled,
  - d. FlashPlayer installed.
41. The consequences of providing incorrect data by the Tenant while making a Reservation will be entirely the responsibility of the Tenant.
42. The rental prices indicated in the Reservation forms and those indicated by the Landlord include VAT and the payment currency is the Polish zloty (PLN).
43. The Landlord, to the fullest extent permitted by the law, will not be liable for disruptions, including breaks in the operation of the website through which the Reservation may be made due to force majeure, prohibited action of third parties or its incompatibility with the technical infrastructure of the Landlord.
44. Any disputes arising from or relating to these Regulations will be considered by the court having jurisdiction over the registered office of the Landlord.
45. In matters not covered by these Regulations will apply generally applicable provisions of Polish law, in particular: Civil Code.
46. The Landlord reserves the right to change the Regulations.
47. The Regulations will be effective as of February 15, 2021.