

EN Thank you for your interest in renting one of the houses of Koka Maja SIA. Please review these Terms & Conditions and Privacy Policy stated in this document carefully.

Last update: 19/12/2020

GENERAL TERMS AND CONDITIONS

ARTICLE 1 – With the exception of special written provisions drawn up by an authorised person of Koka Maja SIA (hereafter “**Owner**”) or specified in the booking offer, these terms and conditions apply to all the services provided by Koka Maja SIA and to all contracts which have been agreed or are to be executed. These terms and conditions are clearly displayed on the website of Koka Maja SIA. They are, thus, deemed to have been sufficiently brought to the notice of the renter.

ARTICLE 2 – Owner agrees to rent the house(s) to the renter (hereafter “**Renter**”) for the term specified in the reservation application submitted by Renter (via websites kokamaja.com, booking.com, Airbnb or any other way) and approved by Owner.

ARTICLE 3 – The houses are located in **Amatciems, Amata, Drabešu pagasts, Amatas novads, LV-4101 in Latvia**. The properties are fully furnished and include towels, bed linen, kitchen and bar equipment, music stereo’s, sauna and jacuzzi and attributes, decorations, hair dryers, TV and attributes, BBQ and attributes, fireplace attributes, washing machine and tumble dryer, iron and ironing board, bathrobes, baby chairs and beds and other attributes, outdoor equipment, etc.

Depending on the house, it might not contain all the furniture and equipment listed in this Article. By submitting a booking order, Renter confirms that he/she has acquainted himself/herself with the information on furniture and equipment of the rented house.

ARTICLE 4 – The **rental party** within the meaning of these terms and conditions shall consist of Renter and other person(s) indicated in the booking reservation.

ARTICLE 5 – The **maximum occupancy** of houses is limited to the quantity mentioned in the relative booking (including children). All persons indicated in the booking and using the services of Owner are bound by these terms of use of Owner. Any unauthorized guest beyond that number will result in refusal to admit the unauthorized guest or an **additional charge of €15 per guest not indicated in the booking reservation per night** in addition to price indicated in the booking, unless discussed and agreed otherwise with Owner before arrival.

LV Paldies par izrādīto interesi izīrēt kādu no Koka Māja SIA viesu mājām. Lūdzam rūpīgi izskatīt šos Vispārīgos noteikumus un nosacījumus un konfidencialitātes politiku, kas ir iekļauti šajā dokumentā.

Pēdējais atjauninājums: 19/12/2020

VISPĀRĪGIE NOTEIKUMI UN NOSACĪJUMI

1. PUNKTS – Šie noteikumi un nosacījumi attiecas uz visiem Koka Māja SIA sniegtajiem pakalpojumiem un visiem noslēgtajiem vai izpildāmajiem līgumiem, izņemot īpašus rakstveida noteikumus, ko sastādījusi Koka Māja SIA (turpmāk “**Īpašnieks**”) pilnvarota persona, vai kas noteikti rezervācijas piedāvājumā. Šie noteikumi un nosacījumi ir skaidri norādīti Koka Māja SIA tīmekļa vietnē, un tādējādi ir uzskatāmi par īrniekam atbilstoši paziņotiem.

2. PUNKTS – Īpašnieks piekrīt izīrēt viesu māju (-as) īrniekam (turpmāk “**Īrnieks**”) uz laiku, kas norādīts Īrnieka iesniegtajā rezervācijas pieteikumā (izmantojot vietnes kokamaja.com, booking.com, Airbnb vai kā citādi) un kuru apstiprinājis Īpašnieks.

3. PUNKTS – Viesu mājas atrodas **Amatciemā, Amatā, Drabešu pagastā, Amatas novadā, LV-4101, Latvijā**. Viesu mājas ir pilnībā mēbelētas un ietver dvieļus, gultas veļu, virtuves un bāra iekārtas, mūzikas atskaņotāju, saunu, džakuzi un to piederumus, dekorācijas, matu žāvētājus, TV un tās piederumus, grilu un tā piederumus, kamīna piederumus, veļas mazgājamo mašīnu un veļas žāvētāju, gludekli un gludināmo dēli, peldmēteļus, bērnu krēslus un gultas un citus piederumus, āra aprīkojumu utt.

Atkarībā no izvēlētās viesu mājas, ir iespējams, ka tajā var neatrasties visas šajā pantā uzskaitītās mēbeles un iekārtas. Iesniedzot rezervācijas pieteikumu, Īrnieks apstiprina, ka ir iepazinies ar informāciju par izīrētās viesu mājas mēbelēm un aprīkojumu.

4. PUNKTS – **Īres dalībnieki** šo noteikumu izpratnē ir Īrnieks un cita (-s) persona (-s), kas norādīta (-as) rezervācijas pieteikumā.

5. PUNKTS – Viesu māju **maksimālais noslogojums (viesu skaits)** ir ierobežota ar daudzumu, kas minēts konkrētajā rezervācijā (ieskaitot bērnus). Visām personām, kuras norādītas rezervācijā un kuras izmanto Īpašnieka sniegto pakalpojumu, ir saistoši šie noteikumi. Jebkuram viesim, kurš nav ticis uzrādīts rezervācijas pieteikumā, tiks atteikta apkalpošana vai piemērota **papildu maksa €15 par nakti** papildus rezervējumā norādītajai cenai, ja vien pirms ierašanās ar Īpašnieku nav apspriests un saskaņots citādk.

ARTICLE 6 – The rental term will start on the dates and times indicated in the relative booking. Failure to adhere to the **check-in and check-out date and time** may result in an **additional late fee set at €25** unless discussed and agreed with the Owner at least 1 hour before arrival or departure.

ARTICLE 7 – The house(s) require(s) a **minimum stay** of 2 nights, unless agreed otherwise. If a rental is taken for less than 2 nights, the Renter will be charged **additional €50 for booking**.

ARTICLE 8 – Renter agrees to inform the manager of Owner of any **change in the intended use of the rented house(s) notified to Owner** and not to invite any person whose behaviour may in any way prejudice the Owner's property, with the latter reserving the decisive right to intervene if necessary. In the event of non-compliance with this obligation, Owner shall be entitled to terminate the agreement without compensation to Renter and to demand the contractual penalties specified in these terms and conditions.

ARTICLE 9 – Renter agrees to abide by the **House Rules** (see annex) at all times while residing in the property of Owner and shall ensure that all members of the rental party and anyone else the Renter permits on the property to abide by the House Rules at all times. Any serious or repeated violation of the House Rules entitles Owner to terminate the agreement without prior notification.

ARTICLE 10 – **Key(s)** to the house(s) are owned by the Owner, not the Renter. No copies of the key(s) may be made. The keys will be handed over by arrival of the Renter and will be returned to the Owner upon termination of this rental term and before the security deposit is released. In case of any loss or fracture of the key(s), a **fee of €15** will be deducted from Renter's security deposit.

ARTICLE 11 – Renter shall **allow authorized persons of Owner access to the rented house(s)** for purposes of repair, inspection or emergency. The Owner shall exercise this right of access in a reasonable manner by giving at least 1- hour notice (unless in case of emergency). In case of any burglary alarm, smoke detector alarm, etc., local security will be notified immediately and shall be permitted access to the house(s).

ARTICLE 12 – Owner or any representative of Owner shall **not be liable for any injuries, damages or losses** the rental party, or guest(s) of the Renter, may incur due to occupancy of the house(s) or its surrounding areas, and Renter assumes all risks associated therewith, except in cases expressly provided by law.

6. PUNKTS – Īres termiņš sākas ar datumu un laiku, kas norādīti konkrētajā rezervācijā. **Ieregistrēšanās un izrakstīšanās laika neievērošanas** gadījumā var tikt piemērota **nokavējuma nauda €25** apmērā, ja vien tas nav apspriests un saskaņots ar Īpašnieku vismaz 1 stundu pirms ieregistrēšanās vai izrakstīšanās.

7. PUNKTS – Viesu mājas (-u) **minimālais īres termiņš** ir 2 naktis, ja vien nav panākta cita vienošanās. Ja īres maksa tiek veikta mazāk par 2 naktīm, Īrniekam par rezervāciju jāmaksā **papildu maksa €50 apmērā**.

8. PUNKTS – Īrnieks apņemas informēt Īpašnieku par jebkādam izmaiņām attiecībā uz **izīrētās (-o) viesu mājas (-u) lietošanas mērķi, kurš paziņots Īpašniekam**, un neaicināt Īpašnieka īpašumā personas, kuru rīcība jebkādā veidā var nodarīt kaitējumu Īpašnieka īpašumam; Īpašnieks tā nodrošināšanai patur noteicošās tiesības iejaukties, ja rodas šāda nepieciešamība. Šajā punktā noteikto pienākumu neizpildes gadījumā, Īpašnieks ir tiesīgs izbeigt līgumu bez kompensācijas Īrniekam un pieprasīt šajos noteikumos un nosacījumos noteiktos līgumsodus.

9. PUNKTS – Īrnieks piekrīt ievērot **Mājas noteikumus** (sk. pielikumu) visā periodā, kamēr tas uzturas Īpašnieka īpašumā, un nodrošina, ka visi īres dalībnieki un jebkura cita persona, kuru Īrnieks ir ielaidis īpašumā, vienmēr ievēro Mājas noteikumus. Jebkurš būtisks vai atkārtots Mājas noteikumu pārkāpums dod Īpašniekam tiesības izbeigt līgumu bez iepriekšēja brīdinājuma.

10. PUNKTS – Viesu mājas (-u) **atslēga (-s)** ir Īpašnieka, nevis Īrnieka īpašums. Atslēgu kopiju izgatavošana ir aizliegta. Atslēgas tiks izsniegtas Īrniekam ierodoties, un tās ir jāatgriež Īpašniekam, beidzoties īres termiņam pirms drošības naudas atmaksas. Atslēgas nozaudēšanas vai saplēšanas gadījumā no Īrnieka drošības naudas tiks ieturēti **€15**.

11. PUNKTS – Īrniekam ir pienākums nodrošināt **Īpašnieka pilnvarotām personām iekļūšanu** izīrētajā (-s) viesu mājā (-s), lai veiktu remontu, pārbaudi vai ārkārtas situācijas gadījumā. Īpašnieks izmantos šīs piekļuves tiesības saprātīgā veidā, vismaz 1 stundu iepriekš par to brīdinot Īrnieku (izņemot ārkārtas situācijas gadījumā). Ja ir ieslēģusies trauksmes signalizācija, dūmu detektora trauksmes signāls utt., nekavējoties tiks informēti vietējie drošības dienesti un Īrniekam jānodrošina iekļūšana viesu mājā (-ās).

12. PUNKTS – Īpašnieks un neviens Īpašnieka **pārstāvis nav atbildīgs par jebkādiem savainojumiem, bojājumiem vai zaudējumiem**, kas īres dalībniekam vai Īrnieka viesim var rasties viesu mājas (-u) vai tās apkārtnes izmantošanas dēļ, un Īrnieks uzņemas visus ar to saistītos riskus, izņemot gadījumus, kas skaidri noteikti likumā.

ARTICLE 13 – A **security deposit** mentioned in the relative booking shall be paid via bank transfer or PayPal when completing the booking or on the day of arrival in cash (as specified on the booking offer) and will be refunded in full via bank transfer within 3 days following the check-out date, provided no deductions are made due to:

- theft or damage caused to the property or furnishings;
- dirt or other untidiness requiring excessive cleaning;
- loss or fracture of the Owner's key(s);
- other infringements of these terms and conditions subject to contractual penalties;
- extra service cost*;
- any additional cost**.

* All extra services during Renter's stay such as cleaning of the house(s), changing bed linen, breakfast, private dining and private wellness.

** If the period of rent is less than one month, all utility costs (water, gas, electricity, waste) are included in the price and based on normal/average consumption, unless discussed otherwise or no disproportionate consumption is found. If the period of rent is one month or longer, extra cost applies for the utilities according to the meter readings.

The security deposit shall be used to cover any additional costs caused to the Owner, but if the security deposit does not cover all the cleaning, repair or other costs, the Renter undertakes to cover the additional costs according to the invoice submitted by the Owner.

ARTICLE 14 – Owner shall not be held liable for any damage which may arise following an event which Owner is unable to foresee because of **Force Majeure** (such as and not limited to: acts of God, war, government authority, terrorism, disaster, strikes, civil disorder, curtailment of transportation or transportation facilities or any other emergency or event beyond control), in spite of all the necessary precautions, in view of the circumstances and consequences.

Any member of rental party, and any guest of the Renter, shall use property and the belongings contained therein as a good and diligent landlord, and members of rental party, or any guest of the rental party, are responsible for any negligence.

ARTICLE 15 – Renter cannot claim any compensation if a **defect affecting the quality of service** occurs during the rental term, unless agreed otherwise.

ARTICLE 16 – Renter is advised to insure his/her legal liability in the event of a fire caused by him/her in the Owner's house(s). Please verify with your insurance agent.

13. PUNKTS – **drošības nauda**, kas minēta konkrētajā rezervācijā, jāveic rezervācijas brīdī, izmantojot bankas pārvedumu vai PayPal, vai ierašanās dienā skaidrā naudā (atbilstoši rezervācijas piedāvājumā norādītajam) un tiks atmaksāta pilnā apmērā ar bankas pārskaitījumu 3 dienu laikā pēc izrakstīšanās, ja vien nav veikti ieturējumi par:

- zādzību vai mēbeļu vai cita īpašuma bojājumiem;
- nekārtību vai netīrību, kas prasa ārpuskārtas tīrīšanu;
- Īpašnieka atslēgas (-u) nozaudēšanu vai salaušanu;
- citiem šo noteikumu pārkāpumiem, uz kuriem attiecas līgumsodi;
- papildu pakalpojumiem*;
- papildu izmaksām**.

* Visi papildu pakalpojumi Īrnieka uzturēšanās laikā, piemēram, mājas (-u) uzkopšana, gultas veļas maiņa, brokastis, privāta ēdināšana un privāta apkalpošana.

** Ja īres periods ir mazāks par vienu mēnesi, visas komunālās izmaksas (ūdens, gāze, elektrība, atkritumi) tiek iekļautas cenā un balstītas uz parasto / vidējo patēriņu, ja vien nav cita vienošanās vai netiek konstatēts nesamērīgs patēriņš. Ja īres periods ir viens mēnesis vai ilgāks, par komunālajiem pakalpojumiem tiek piemērotas papildu izmaksas atbilstoši skaitītāja rādījumiem.

Drošības nauda tiks izmantota, lai segtu visas Īpašniekam radušās papildu izmaksas, bet, ja drošības nauda nesedz visas tīrīšanas, remonta vai citas izmaksas, Īrnieks apņemas segt papildu izmaksas saskaņā ar Īpašnieka izsniegtu rēķinu.

14. PUNKTS – Īpašnieks nav atbildīgs par jebkādiem zaudējumiem, kas var rasties tāda **nepārvaramas varas** notikuma rezultātā, kuru īpašnieks nevarēja paredzēt (piemēram, bet neaprobežojoties ar: dabas katastrofas, karš, valdības iestāžu darbība, terorisms, katastrofas, streiki, sabiedriskās nekārtības, pārvietošanās vai transporta iespēju ierobežošana vai jebkura cita ārkārtas situācija vai notikums, ko nevar kontrolēt), neskatoties uz visiem nepieciešamajiem piesardzības pasākumiem, ņemot vērā apstākļus un sekas. Jebkurš īres dalībnieks un jebkurš Īrnieka viesis lieto īpašumu un tajā esošās mantas kā kārtīgs un rūpīgs saimnieks, un īres dalībnieki vai jebkurš Īrnieka viesis ir atbildīgs par jebkādu neuzmanību.

15. PUNKTS – Īrnieks nevar pieprasīt nekādu kompensāciju, ja nomas termiņa laikā rodas kāds **defekts, kas ietekmē pakalpojumu kvalitāti**, ja vien nav norunāts citādi.

16. PUNKTS – Īrniekam ir ieteicams apdrošināt savu **juridisko atbildību ugunsgrēka gadījumā**, ko viņš / viņa izraisījis Īpašnieka visu mājā (-ās). Šī sakarā aicinām sazinieties ar savu apdrošināšanas aģentu.

ARTICLE 17 – Renter agrees to pay the total amount mentioned in the relative booking in exchange for use of the house(s) under these terms and conditions. The **full payment** must be made within **7 calendar days** after receiving the booking confirmation/invoice but not later than the day before arrival, unless Renter has chosen to pay in cash by arrival.

ARTICLE 18 – **Acceptable payment methods** are: cash by arrival, PayPal or bank transfer. All payment details, unless otherwise specified, will be processed by email, SMS or WhatsApp. Invoices will be send from an email address: contact@kokamaja.com or kokamaja@host.smoobu.com. For other manual payments, please contact the Koka Maja SIA team directly to administer these. Email address: contact@kokamaja.com or phone number: +32 493 875671.

ARTICLE 19 – In case of **late payment**, Owner has the right to apply an **interest payment in amount of 15% per month**, without formal notification until full and final payment thereof. In case of **non-payment** of the booking, Owner has the right to cancel the reservation.

ARTICLE 20 – If Renter wishes to **cancel** the reservation, a remuneration to Owner will be due as follows, unless discussed and agreed with Owner otherwise: **35%** of the booking amount if cancelled less than 14 days prior to the check-in date. **100%** of the booking amount is due if cancelled 1-7 days prior to the check-in date or Renter does not arrive at all. As far as possible, these remunerations will be deducted from Renter's security deposit and/or rent payments made.

For inquiries on the possible rescheduling of the booking, please contact us by writing to the e-mail address: contact@kokamaja.com.

ARTICLE 21 – We encourage all members of rental party to purchase **traveller insurance** in case of unforeseen circumstances, accidents or other issues that may prohibit traveling or fulfilling these rental terms and conditions.

ARTICLE 22 – All **complaints** must be made in writing on-site, by registered post or by e-mail **within 7 calendar days** after the expiration of rental term. Any complaint received after this period will not be taken into consideration. In the case of disputes or legal proceedings only courts of the Republic of Latvia shall have jurisdiction and the laws of Latvia shall be applied in all such disputes.

17. PUNKTS – Īrnieks apņemas samaksāt kopējo summu, kas minēta attiecīgajā rezervācijā, par viesu mājas (-u) izmantošanu saskaņā ar šiem noteikumiem. Pilns maksājums ir jāveic **7 kalendāro dienu** laikā pēc rezervācijas apstiprinājuma / rēķina saņemšanas, bet ne vēlāk kā dienu pirms ierašanās, ja vien Īrnieks nav izvēlējis norēķināties skaidrā naudā pēc ierašanās.

18. PUNKTS – **Pieņemamie maksājuma veidi** ir: skaidra nauda ierašanās laikā, PayPal vai bankas pārskaitījums. Visa maksājuma informācija, ja vien nav norādīts citādi, tiks apstrādāta pa e-pastu, SMS vai WhatsApp. Rēķini tiks nosūtīti no e-pasta adreses: contact@kokamaja.com vai kokamaja@host.smoobu.com. Lai veiktu citus manuālos maksājumus, lūdzu, sazinieties tieši ar Koka Māja SIA komandu, saistība ar to iespējamo administrēšanu. E-pasta adrese: contact@kokamaja.com vai tālruņa numurs: +32 493 875671.

19. PUNKTS – **Nokavēta maksājuma** gadījumā Īpašniekam ir tiesības piemērot **nokavējuma procentus 15%** apmērā mēnesī bez oficiāla paziņojuma līdz tā pilnīgai un galīgai samaksai. Rezervācijas **neapmaksāšanas gadījumā** Īpašniekam ir tiesības rezervāciju atcelt.

20. PUNKTS – Ja Īrnieks vēlas **atcelt rezervāciju**, tam jāmaksā turpmāk norādītā kompensācija Īpašniekam, ja vien ar Īpašnieku nav apspriests un saskaņots citādi: **35%** no rezervācijas summas, ja to atceļ mazāk nekā 14 dienas pirms paredzētā ierašanās datuma. **100%** no rezervācijas summas ir jāmaksā, ja rezervācija tiek atcelta 1-7 dienas pirms paredzētā ierašanās datuma vai arī Īrnieks vispār nav ieradies. Ciktāl iespējams, šīs kompensācijas tiks ieturētas no Īrnieka iemaksātās drošības naudas un/vai īres maksas.

Lai uzzinātu par rezervācijas iespējamo pārplānošanu, lūdzam sazinieties ar mums, rakstot uz e-pasta adresi: contact@kokamaja.com.

21. PUNKTS – Mēs iesakām visiem īres dalībniekiem iegādāties **ceļojumu apdrošināšanu** neparedzētu apstākļu, negadījumu vai citu problēmu gadījumā, kas var liegt ceļošanu vai šo noteikumu un nosacījumu izpildīšanu.

22. PUNKTS – Visas **sūdzības** jāiesniedz rakstveidā klātienē, ierakstītā vēstulē vai nosūtot, izmantojot e-pastu, **7 kalendāro dienu laikā** pēc īres termiņa beigām. Jebkura sūdzība, kas saņemta pēc šī perioda, netiks ņemta vērā. Strīdu vai tiesvedības gadījumā piemērojama ir tikai Latvijas Republikas jurisdikcija, un visos šādos strīdos piemēro Latvijas normatīvos aktus.

ARTICLE 23 – All **gift vouchers** are valid only until the period indicated, unless agreed otherwise. Owner will not be responsible if a gift voucher is lost, stolen, destroyed or used without permission and no replacement will be provided in these circumstances. Gift vouchers may only be validated directly through the website of Koka Maja SIA (www.kokamaja.com). Extra price will be charged on holidays and in any other circumstance a higher price applies. Gift vouchers cannot be exchanged for cash

HOUSE RULES

ARTICLE 24 – Owner's houses are fully **non-smoking**. In case any member of the rental party, or guest(s) of the Renter, do smoke in the houses, a **fine of €100** will be charged.

ARTICLE 25 – Due to our high-end amenities and hygienic reasons, there are **no pets** allowed in the house(s). In case pets are present during the rental term, Owner will be entitled to terminate the agreement immediately without any compensation to Renter and a **minimum fine of €100** will be charged in case of any damage.

ARTICLE 26 – **Parking** space that belongs to the house(s) of Owner may only be used by the members of rental party and guest(s) of the Renter.

ARTICLE 27 – According to the house rules of Amatiems, silence is the main rule. **Excessive noise or inappropriate behaviour** will not be tolerated and any complaint of neighbours will be taken seriously. After the second warning, any following nuisance will entitle Owner to terminate the agreement immediately without any compensation to Renter.

ARTICLE 28 – **No furniture may be moved** during Renter's stay, except for chairs and small decoration, unless agreed otherwise.

ARTICLE 29 – The **children must always be supervised**, especially when using toys outside. The same supervision applies when using the fire pit or BBQ (fire hazard), as well as afterwards.

23. PUNKTS – Visi **dāvanu kuponi** ir derīgi tikai līdz norādītajam termiņam, ja vien nav saskaņots citādi. Īpašnieks neuzņemas atbildību, ja dāvanu kupons tiek nozaudēts, nozagts, iznīcināts vai izmantots bez atļaujas, un šajos apstākļos jauns kupons netiks nodrošināts. Dāvanu kartes var apstiprināt tikai Koka Māja SIA vietnē (www.kokamaja.com). Brīvdienās un visos citos gadījumos, kad ir piemērojama augstāka cena, starpība tiks iekasēta papildus. Dāvanu kuponus nevar apmaiņīt pret naudu.

MĀJAS NOTEIKUMI

24. PUNKTS – Īpašnieka viesu mājās ir pilnībā **aizliegts smēķēt**. Gadījumā, ja kāds īres dalībnieks vai Īrnieka viesis viesu mājā smēķē, tiks iekasēta soda nauda **€100** apmērā.

25. PUNKTS – Mūsu augstākās klases ērtību un higiēnas apsvērumu dēļ viesu mājā (-ās) **nav atļauts** uzturēties **mājdzīvniekiem**. Ja īres periodā viesu mājā atrodas mājdzīvnieks, Īpašniekam ir tiesības nekavējoties izbeigt līgumu bez jebkādas kompensācijas Īrniekam, un jebkādu Īpašniekam nodarīto zaudējumu gadījumā tiks iekasēta **soda nauda vismaz €100** apmērā.

26. PUNKTS – Viesu māju **autostāvvietu** drīkst izmantot tikai īres dalībnieki un Īrnieka viesi.

27. PUNKTS – Saskaņā ar Amatiema mājas noteikumiem galvenais noteikums ir klusums. Pārmērīgs troksnis vai neadekvāta izturēšanās netiks pieļauta, un visas kaimiņu sūdzības tiks uztvertas nopietni. Pēc otrā brīdinājuma jebkurš sekojošais traucējums ļaus Īpašniekam nekavējoties izbeigt līgumu bez jebkādas kompensācijas Īrniekam.

28. PUNKTS – Īrnieka uzturēšanās laikā **mēbeles nedrīkst pārvietot**, izņemot krēslus un nelielas dekorācijas, ja vien nav saskaņots citādi.

29. PUNKTS – **Bērniem vienmēr jābūt uzraudzītiem**, īpaši lietojot rotaļlietas ārpus telpām. Tāda pati uzraudzība attiecas arī uguns bedres vai grila izmantošanas gadījumā (ugunsbīstamība), kā arī pēc tam.

PRIVACY POLICY (EN)

The controller of data is Koka Maja SIA, Reg. No. 40203226913 (hereinafter referred to as the **Controller**).

Address of the Controller: Amatas nov., Drabesu pag., Amatsciems, Tubisi, LV-4101
E-mail: contact@kokamaja.com
Phone: +32 493 875671

The Controller processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter –GDPR, Personal Data Processing Law and other applicable regulations of privacy and data processing.

This Privacy Policy governs how personal data are processed (collected, stored, used, disclosed, deleted etc.).

The Privacy Policy is applied to ensure the protection of privacy and personal data of individuals (natural persons) who are Koka Maja SIA customers, third parties who receive or transfer any information to Koka Maja SIA in connection with the provision of services, as well as visitors of website www.kokamaja.com (hereinafter all referred to as **customers**).

The Controller processes personal data for the following purposes:

- customer identification;
- for the conclusion and proof of the fact of conclusion of the contract;
- for the provision of services (fulfilment of contractual obligations) and special offers for returning customers;
- to verify the accuracy of the data;
- for settlement administration;
- for debt recovery;
- for business planning and analytics;
- for the provision of information to public administration institutions and bodies of operational activities if and to the extent specified in external regulatory enactments;
- for other specific purposes, of which the Customer is informed at the time he/she provides the relevant data to the Controller.

The Controller processes the Customer's personal data on the following legal bases (Article 6 of GDPR):

- conclusion of the contract;
- compliance with regulatory enactments – to fulfil an obligation specified in external regulatory enactments binding on the Controller;
- the consent of the customer;
- legitimate interests (legitimate interests of the Controller include the performance and development

of the Controller's business, implementation of legal procedures, for example in debt recovery

In order to successfully ensure unauthorized access to customer's personal information, the Controller controls data access and uses protective measures corresponding to the possibilities of financial, technical and organizational resources.

The Controller does not disclose customer data to third parties except in the following cases:

- when the customer has given an explicit consent to the disclosure of the data;
- to the persons provided for in external regulatory enactments upon their substantiated request, in accordance with the procedures and to the extent specified in external regulatory enactments;
- in cases specified in external regulatory enactments, for the protection of the legitimate interests of the Controller, for example, by applying to a court or other state institutions to defend its legitimate interests.

The Controller stores and processes customer personal data as long as at least one of the following criteria is met:

- as long as the agreement concluded with the customer is valid;
- the data are necessary for the purpose for which they were gathered;
- as long as in accordance with the procedures specified in external regulatory enactments the Controller or the customer may realize their legitimate interests (for example, to bring or carry out a claim to court);
- as long as the Controller has a legal obligation to retain the data;
- until the customer has withdrawn his/her consent to the particular processing of personal data, if there is no other legal basis for data processing.

After the circumstances referred to in this paragraph cease, the customer personal data are deleted.

According to Article 15 of the GDPR, the customer can request to provide information on how the publisher processes their personal data. In particular, this is related to the purpose of processing, personal data category, category of the recipient to which the customer's data were transferred, duration of storing the customer's data, right of the customer to make corrections (Article 16 of the GDPR), to delete (Article 17 of the GDPR) to restrict processing (Article 21 of the GDPR), the right to object (Article 21 of the GDPR) and the right to file complaints (Article 77 of the GDPR).

The customer has the right to submit a complaint regarding the processing of personal data to the State Data Inspectorate (www.dvi.gov.lv), if he/she considers that the processing of personal data violates his/her rights and interests in accordance with regulatory enactments.

Also, the customer has the right to data portability (Article 20 of the GDPR), i.e. the Controller shall transfer the data provided by the customer to the customer or another data controller in a structured, commonly used and machine-readable format.

According to Article 7.3 of the GDPR, the consent provided by the customer to the Controller for collecting information can be revoked or modified at any time. Thus, data processing based on such consent may not be continued the same way as before.

PRIVACY POLICY OF THE WEBSITE

www.kokamaja.com

The Internet site www.kokamaja.com (hereinafter referred to as **Site**) collects data about Site visitors, thus enabling the Site maintainer to evaluate the usefulness of the Site and how it can be improved.

The Controller continuously upgrades the Site in order to improve its use, so the Controller needs to know what information is relevant to the Site's visitors, how often they visit the Site, what kind of devices and browser they use, the region they come from and what kind of content is read the most.

The Controller uses Google Analytics, which enables the Controller to analyse how visitors use the Site. Find out how the Google Analytics basic principles work on Google website https://support.google.com/analytics/answer/1012034?hl=en&ref_topic=6157800.

The Controller uses the data collected in their legal interest in order to improve the understanding of the needs of the Site's visitors and improve the availability of the information published by the Controller. At any time, the visitor may stop the collection of data for Google Analytics, as described here: <https://tools.google.com/dlpage/gaoptout/>.

The server, on which the Site is hosted, can register visitor-sent requests (device used, browser, IP address, access date and time). The data referred to in this paragraph is used for technical purposes: to ensure the proper functioning and security of the Site and to investigate possible security incidents.

COOKIES

This website uses cookies. In short, cookies are small programs, which are stored in the end device from which the user accesses the page and that collect, transfer and analyse the information regarding the user's activities on the Internet. These cookies are not stored by the publisher of the website; they are stored on third-party servers which, besides, are located outside the EU. If upon ending the session the user does not delete the cookies in the browser, these cookies make it possible later to detect that the user had previously visited the site. It makes it possible to update and use the user's settings selected by them on the website. Additional information about cookies, deletion and

management of cookies can be found at www.aboutcookies.org.

Furthermore, information about the handling of cookies can be found in the browser's documents, where there should be also offered (partially automated) options to refuse from the use of cookies or to delete them manually or automatically after visiting the page.

The cookies also help make the website more convenient to the user. Also, session cookies are used to analyse what pages of the website the user has visited.

CONFIDENTIALITY STATEMENT

The legal basis for collecting cookies is Article 6.1.f) of the General Data Protection Regulation (GDPR); it is also the basis for meeting the legitimate interests of third parties involved in the publisher's and website's operation, e.g. hosting server, service providers.

The legal basis for processing data on this website is Article 6.1 of the GDPR. Not all transfers of data are currently protected, i.e. it is not done using the HTTPS connection, and therefore the data transferred may become known to third persons.

The purpose of processing all the data collected (see below) is to provide for the use of this website and to protect the publisher's rights and property (including intellectual). These data are processed also to create and maintain the connection and to provide for unhindered search for information on this website. Furthermore, information is processed for administration purposes and to analyse the statistics of use.

The abovementioned purposes are the basis for the publisher's interest to process information obtained during the use of this website.

The data collected and information obtained is not used to identify the person of users of this website, except where user, using the digital options offered on the website, contacts the website's publisher.

To protect user data against unintentional or deliberate manipulations, partial or complete loss, destruction or unauthorised access by third persons, access sites use appropriate technical and organisational safety measures (Article 25 of the GDPR).

This website might contain links to websites of third persons. By clicking on such links, the user leaves this website. When the user leaves via a link or leaves the website, the publisher of this website shall not be liable for any infringement of rights regardless of the legal basis. In particular, the publisher shall not be liable for a possible infringement of confidentiality arising already when a link is clicked or touched and when visiting the pages linked with external links.

When the browser used by the user launches this website, it automatically sends various information to the server from

which this website was opened at that moment. It, at least temporarily, writes to the server's memory file a log file. It collects data about the user that the Internet service provider collects and, possibly, stores with a legal or another basis. Such information is, for example, the user's end device's IP address, access date and time, name and Internet address of the requested files, initial website from which this website was opened, browser used for access, device's OS used to open, and name of the user's service provider.

This website offers a direct contact option using a respective form to be filled out voluntarily by the user. It includes the user's name and email address (these fields are mandatory) because communication is not possible without them. By entering and verifying the registration data for establishing communication, the user voluntarily gives their consent to the publisher to establish such communication according to Article 6.1.a) of the GDPR. The transferred contact information will be deleted after user's request.

DISCLAIMER

GENERAL

Koka Maja SIA, hereafter to be referred to as **Koka Maja**, hereby grants you access to the website of Koka Maja and invites you to make reservations or purchases. Koka Maja reserves the right to alter the content or to remove sections without the need to inform you.

LIMITED LIABILITY

Koka Maja endeavours to keep up to date and add to the content of its websites as often as possible. Despite this care and attention, some of the content may still be incomplete and/or inaccurate. A specific reservation is made regarding evident programming errors or typographical errors in relation to prices and other information concerning products on the website. You cannot lay claim to an agreement with Koka Maja based on such errors.

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