

## Public Hotel Accommodation Agreement

### Vinnitsia, Ukraine

Please, read this Public Hotel Accommodation Agreement and if you do not agree with any clause, or if you do not understand any clause, we suggest that you ask the hotel staff for further explanations.

Your acceptance of this Agreement indicates that you understand all its terms and conditions, you accept them fully and unconditionally, and undertake to comply with them strictly.

The Public Hotel Accommodation Agreement, Internal Hotel Rules, and Pet Accommodation Rules define the rights, obligations and responsibilities of the Hotel and the Consumer, operate simultaneously and complement each other.

By your acceptance of this Agreement, you declare that you accept the Internal Hotel Rules and Pet Accommodation Rules (hereinafter referred to as the "Rules") and undertake that you and the people who are staying with you at the hotel will comply with them.

The services are provided by S-MALL HOTEL Limited Liability Company (EDRPOU code 44344723) in the territory of SMALL HOTEL, located at 18 Yunosti Avenue, Vinnitsia, Vinnitsa region, Ukraine, 21021 (hereinafter referred to as the Hotel), and include accommodation of individuals by providing a room (place) for temporary accommodation.

### 1. TERMS AND DEFINITIONS

1.1. **Public Agreement** (hereinafter referred to as the Agreement) means a hotel accommodation agreement establishing the same terms and conditions of providing the services for all the Consumers based on a public offer since its acceptance by the Consumer. The Hotel shall not be entitled to give preference to one Consumer over another when concluding this agreement, unless otherwise provided for by law.

1.2. **Public Offer** means an offer of the Hotel addressed to any individual and/or legal entity in accordance with Article 641 of the Civil Code of Ukraine to enter into an agreement with it as contained in the public offer.

1.3. **Acceptance** means the Consumer's full and unconditional response to the Hotel's offer to enter into an Agreement under the terms and conditions contained in the public offer by paying for the ordered hotel services, which shall indicate his/her acceptance of the public offer.

1.4. **Consumer** means an individual who purchases, orders, uses or intends to purchase or order the services for his or her own needs.

1.5. **Customer** means an individual or a legal entity, including the travel services provider, which enters into a corresponding hotel accommodation agreement for and on behalf of the consumer and makes payment under the said agreement.

1.6. **Hotel Service / Service** means the hotel arrangements to accommodate the Consumer by providing a hotel room (space) for temporary accommodation in a properly furnished space (room) in accordance with the booking order, as well as the other arrangements related to the organization of his/her stay. The hotel service consists of basic and additional hotel services.

1.7. **Basic Hotel Services** mean hotel services included in the room rate and provided to the Consumer according to the agreement.

1.8. **Additional Hotel Services** mean hotel services that are not part of the basic hotel services; the Consumer shall order and pay for them separately.

1.9. **Room** means a separate furnished room consisting of one or more rooms equipped for temporary accommodation.

1.10. **Place (Bed)** means a part of the room area with a bed, bed linen, towels and other equipment corresponding to the hotel category, designed and suitable for one person.

1.11. **Penalty** means a fine paid by the contracting party in the case of violation of the requirements stipulated by the agreement, Internal Hotel Rules, Pet Accommodation Rules and/or applicable laws of Ukraine.

1.12. **Booking** means the process of ordering a certain amount of the basic and/or additional hotel services by the customer (consumer) for their use at a specified time by a particular consumer or group of consumers.

1.13. **Confirmation of Booked Services** means the consent expressed by the hotel to provide the ordered agreed list of basic and additional services according to the booking request.

1.14. **Booking Request** means an official submission by the Consumer, which contains a requirement to book hotel services.

1.15. **Guaranteed Booking** means the booking guaranteed by the advance payment for services.

1.16. **Non-Guaranteed Booking** means ordering the services without paying for them in advance, subject to availability of places at the time of accommodation at the hotel.

1.17. **Cancellation** means the consumer's waiver of booked services or making any amendments to them. There are two types of cancellations: timely cancellation and late cancellation or no-show. In the case of late cancellation or no-show, the hotel will charge the consumer a fine according to the terms and conditions set out in this Agreement.

1.18. **Timely Cancellation** means the consumer's refusal to use the booked services at least 24 hours before the scheduled check-in/check-out date.

1.19. **Late Cancellation/No-Show** means actual no-show of the Consumer or a group of consumers at the hotel on the date of arrival or cancellation of booked services less than 24 hours before the specified check-in/check-out date.

1.20. **Check-In Date** means the date of the Consumer's arrival at the hotel.

1.21. **Check-Out Date** means the date of the Consumer's departure from the hotel.

1.22. **Early Check-In** means the Consumer's check-in at the hotel before the check-in time.

1.23. **Late Check-Out** means the Consumer's check out from the hotel after the check-out time on the check-out date.

1.24. **Check-In/Check-Out Time** means the hour set at the hotel for check-in or check-out of the consumer at the hotel.

1.25. **Internal Hotel Rules** mean the rules developed by the hotel applicable to all Consumers, governing the relationship between the consumers and the hotel, and prescribing the basic requirements for the hotel use. Repeated violation of the Internal Hotel Rules shall entitle the Hotel to terminate this Agreement early.

1.26. **Pet Accommodation Rules** mean the rules developed by the hotel applicable to all Consumers, governing the relationship between the consumers and the hotel, and prescribing the basic requirements for the hotel use. Repeated violation of the Pet Accommodation Rules shall entitle the Hotel to terminate this Agreement early.

1.27. The other terms used in the Public Hotel Accommodation Agreement shall have the meaning assigned to them in applicable laws of Ukraine.

## **2. GENERAL PROVISIONS**

2.1. This Agreement defines the terms of the agreement in accordance with Article 641 of the Civil Code of Ukraine and constitutes an official Public Offer addressed to the other persons (hereinafter referred to as the "User" or "Users" or "Customer" or "Customers" or "Consumer" or "Consumers" or "Guest" or "Guests") to conclude an agreement to provide accommodation services to the Consumers (provide rooms (places) for temporary stay) under the following terms and conditions.

2.2. The Hotel and the Consumer are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

2.3. Each Party represents to the other Party that it has all rights and powers required and adequate to enter into and perform this Agreement.

2.4. All the terms and conditions of this Agreement set forth in this Public Offer shall be binding on the Parties.

2.5. If the Consumer does not accept the terms and conditions of the Agreement, s/he shall be entitled not to enter into this Agreement. Accordingly, the Customer, by making the Acceptance, shall confirm that s/he/it has read and accepted all the terms and conditions of this Agreement.

2.6. This Agreement shall be concluded by way of expression of the consumer's consent to join the proposed Agreement as a whole by accepting all the terms and conditions of the Agreement without signing a written copy by the Parties. This Agreement is valid in accordance with Article 633 of the Civil Code of Ukraine and is equivalent to the Agreement signed by the Parties.

2.7. The Consumer agrees to communicate the information related to the performance of this Public Offer (Agreement) and receipt of the Hotel services by the Consumer to the third parties.

2.8. The Consumer shall enter (provide) true personal data and information during the check-in at the Hotel.

## **3. SCOPE OF THE AGREEMENT (PUBLIC OFFER)**

3.1. The scope of this agreement is the provision of accommodation services to the consumer for a fee by providing a room (place) for temporary accommodation at the address of the hotel in a properly furnished space (room) in accordance with the booking request.

## **4. OFFER (AGREEMENT) ACCEPTANCE**

4.1. The full and unconditional acceptance of the Public Offer shall be evidenced by the Consumer's payment for the ordered Hotel services indicating the Consumer's acceptance of the Public Offer.

4.2. The Agreement shall be considered concluded without its further signing since the Consumer pays for the ordered Hotel services and the said funds are credited to the current account or transferred to the cashier at the Hotel box office (Article 642 of the Civil Code of Ukraine), without signing of a written copy of this Agreement by the Parties.

4.3. The Consumer shall agree to comply with the Agreement and to receive Hotel services under the terms and conditions set by the Hotel from the moment of payment for the ordered Hotel services.

4.4. The Consumer shall hereby accept the full and unconditional acceptance of this Agreement and other terms and conditions of Hotel services posted on the website and at the hotel reception by the Customer.

4.5. The term of acceptance of this Public Offer is not limited.

## **5. TERM OF AGREEMENT**

5.1. After the expiration of the paid period of stay, the consumer is obliged to leave the room and vacate it from personal belongings and luggage no later than 12:00 local time of the last paid day of stay or pay for the extension of the period of stay in the room in the absence of booking of this room by third parties.

5.2. The stay at the hotel may be extended provided that the free rooms are available. Where the period of stay is extended, the Consumer shall pay 100% of the cost of accommodation for the extended (additional) period.

## **6. BOOKING AND REGISTRATION OF ACCOMMODATION**

6.1. The Consumer shall be accommodated at the Hotel on a prepaid basis following the booking with a simultaneous presentation of identity documents by the consumer at the hotel reception desk, as well as filling out and depositing of a registration card with attachments at the reception desk. In the absence of the above-mentioned documents, the Consumer acknowledges the right of the Hotel reception desk employee to refuse to provide temporary accommodation services at the Hotel.

6.2. The procedure of booking rooms and the procedure of check-in at the Hotel shall be determined in the Internal Hotel Rules.

## **7. COST OF SERVICES AND PAYMENT PROCEDURE**

7.1. The Hotel services, including additional services, shall be provided to the consumer on a paid basis in accordance with the terms of the Agreement and the tariffs/prices posted on the website and at the hotel reception desk. The tariffs/prices for Hotel services and their list shall be determined and changed at the Hotel's sole discretion.

7.2. The Hotel shall be entitled to set flexible prices and tariffs and a system of discounts for all services, except

for those the prices and tariffs for which are subject to state regulation.

7.3. The Hotel offers a system of discounts for corporate and regular customers, which shall be determined by the Hotel administration on a case-by-case basis.

7.4. Settlements hereunder shall be made exclusively in the national currency of Ukraine.

7.5. Payments hereunder may be made in cash, by credit card or by wire transfer.

7.6. The tariffs shall be determined by the hotel according to the booking request indicating the room category, number of rooms, extra beds, etc.

7.7. The right to receive/use the Hotel services shall be subject to payment for the relevant services. The fee for the Hotel services shall be charged in advance by the check-in/check-out time set at the hotel.

## **8. EARLY AGREEMENT TERMINATION**

8.1. The Consumer shall be entitled to terminate this Agreement early at any time upon payment for the services actually provided by the Hotel.

8.2. Should the Consumer cancel the hotel services less than 24 hours before the scheduled check-in/check-out date (**late cancellation**), the Hotel shall be entitled to charge the Customer a fine at the rate of 100% of the cost of the booking for one day.

8.3. In the case of no-show (actual no-show) of the Consumer at the Hotel on the check-in date (**no-show**), the Hotel shall be entitled to charge the Consumer a fine at the rate of 100% of the cost of the booking for one day.

8.4. The Hotel shall be entitled to terminate the Agreement at any time (to evict the Consumer) if the Consumer:

- violates this Agreement;
- violates the Internal Hotel Rules;
- violates the Pet Accommodation Rules;
- disrupts the public order;
- violates the silence between 11 p.m. and 7 a.m.

If the agreement is terminated through the fault of the Consumer, the money paid shall not be refunded.

8.5. If the Consumer is absent from his/her room for more than a day (based on the check-in/check-out time) and it is impossible to locate or contact him/her, the hotel administration shall be entitled to create a commission, make a list of the Consumer's belongings available in the room, and move them to a storage room.

## **9. CONSUMER'S RIGHTS AND OBLIGATIONS**

9.1. *The Consumer shall:*

9.1.1. Unconditionally comply with the terms and conditions of this Agreement, the Internal Hotel Rules, the Pet Accommodation Rules and other internal regulations posted on the website and at the Hotel reception desk.

9.1.2. Respect the rights of the other consumers, employees, guests and visitors to the Hotel.

9.1.3. Observe moral and ethical standards and refrain from using obscene language in public areas of the Hotel.

9.1.4. Observe the rules of fire safety and reasonable (sparing) use of electrical appliances and Hotel equipment;

9.1.5. At the time of check-in, thoroughly inspect the room and notify the Hotel of any deficiencies detected within one hour after check-in. Should the Consumer fail to report such defects, s/he shall be liable for the same in accordance with the procedure set forth herein, I the Internal Hotel Rules, Pet Accommodation Rules, and applicable laws.

9.1.6. Perform the other duties stipulated by this Agreement, Internal Hotel Rules, Pet Accommodation Rules, and applicable laws of Ukraine.

9.2. *The Consumer shall be entitled to:*

9.2.1. Receive complete and accurate information about the cost of basic and additional hotel services provided at the Hotel;

9.2.2. Receive proper services as listed in the booking request.

## **10. HOTEL RIGHTS AND OBLIGATIONS**

10.1. *The Hotel shall:*

10.1.1. Provide the paid services the Consumer on time, in proper quality and in full volume as provided for in the booking request;

10.1.2. Be responsible for the quality of services provided in accordance with applicable laws.

10.2. *The Hotel shall be entitled to:*

10.2.1. Receive payment for Hotel services hereunder when due.

10.2.2. Request that the Consumer reimburse the property damage caused to the Hotel by the guilty actions/omissions of the Consumer or the Consumer's visitors or the Consumer's pet;

10.2.3. Not make a refund to the Consumer in the case of late cancellation or no-show.

10.2.4. Terminate the provision of Hotel services to the Consumer without refund should the Consumer violate the terms and conditions of this Agreement, Internal Hotel Rules, Pet Accommodation Rules and other internal regulations posted on the website and at the Hotel reception desk.

## **11. PARTIES' LIABILITY**

11.1. If a Party fails to perform its contractual obligations or a part thereof, the said defaulting Party shall compensate for the damage it has caused to the non-defaulting Party.

11.2. If it is not possible to provide the Hotel services, the Hotel shall accommodate the Consumer in the other local Hotel providing equivalent services at the Consumer's request.

11.3. If the Consumer finds any defects in the services provided, or a discrepancy between the services and the assigned Hotel category, the Consumer shall be entitled to request, at his or her own option:

- to eliminate the defects without compensation and within the period set by the Parties;

- to receive a corresponding reduction in the price for the service provided.

The Hotel shall take actions to eliminate defects in the service provided within the period agreed with the Consumer.

The Consumer shall be entitled to withdraw from the Hotel Accommodation Agreement and to claim full compensation for damages in accordance with applicable laws if the Hotel failed to eliminate the defects within a specified period. The money paid by the Consumer for the services shall be refunded on the date of Agreement termination or within a different term as agreed, in any case within 7 banking days from the date of a relevant request.

No claims or complaints shall be accepted after the Consumer has left the Hotel.

The Hotel shall not be liable for the defects in services provided if it can prove that they were caused by the Consumer (the Consumer's guests) or by the force majeure.

11.4. The Hotel shall be liable for damage to life, health or property of the Consumer, which occurred in connection with deficiencies related to the provision of services, in accordance with applicable laws of Ukraine. The procedure and amount of compensation shall be determined in accordance with applicable laws.

11.5. The Hotel shall not be liable for damages caused to the life, health or property of the Consumer caused by the force majeure.

11.6. Compensation for damage caused by the loss or damage to the Hotel property shall be made by the Consumer in accordance with the terms of this Agreement and applicable laws of Ukraine.

11.7. In the event of loss or damage through the fault of the Consumer/Consumer's guests/Consumer's pets, the Customer shall compensate to the Hotel the amount of such damage as determined in accordance with the price list posted at the Hotel reception desk, and in the absence of such price list – at the market value of the lost or damaged property. The compensation shall be made by the time of the Consumer's check-out from the Hotel.

11.8. The owners/users of such vehicles shall be responsible for the safety of parked vehicles.

11.9. If the Consumer repeatedly violates the terms of this Agreement, which results in material damage, as well as creates inconveniences to the other consumers, the Hotel shall, in addition to the right to refuse accommodation or to terminate the Agreement (to evict the Consumer), be entitled to blacklist the relevant consumer. The Client Blacklist is a list of unscrupulous Hotel clients containing the client's identification information, based on which the Hotel administration shall be entitled to refuse to provide services to the client.

11.10. In the event of a delay in performance of any monetary obligation, the consumer shall pay a fine at the rate of 2% (two percent) of the amount of a delay for each day of such delay.

## **12. AMENDMENTS TO THE AGREEMENT**

12.1 The Hotel shall determine the terms and conditions of this Agreement at its sole discretion, in compliance with applicable laws of Ukraine. The Hotel shall be entitled to amend this Agreement at its sole discretion subject to posting of a new version of this Agreement on the website and at the Hotel reception desk. The Hotel services prepaid by the Consumer shall not be subject to change.

12.2 The Hotel represents and confirms that the current version of the text of this Agreement posted on the Hotel website is valid.

## **13. MISCELLANEOUS**

13.1. This Agreement shall be communicated to all Consumers by posting the same on the Hotel's website and placing it at the Hotel reception desk.

13.2. This Agreement is public pursuant to Articles 633 and 641 of the Civil Code of Ukraine and its terms and conditions are the same for all consumers. The acceptance of the terms and conditions of this Public Agreement shall be complete and unconditional and mean that the Consumer accepts all the terms and conditions of the Agreement without exceptions and additions, as well as indicate that the Consumer understands the meaning of his/her actions, all the terms and conditions of this Agreement are clear to him/her, and the Consumer is not affected by error, deception, violence, threats, difficult circumstances, etc.

13.3. The Parties may agree to conclude a written agreement signed by them.

13.4. Since the conclusion of this Agreement, the Consumer shall authorize the collection and processing of his/her personal data for the purposes related to the provision of hotel services and within the limits stipulated by the laws of Ukraine.

13.5. All disputes, which may arise out of this Agreement or in relation hereto, shall be resolved by negotiation between the Parties. If a relevant dispute cannot be resolved by mutual negotiation, it shall be resolved by a competent court in accordance with applicable laws.