

Public offer (contract) for the provision of temporary accommodation services

Hotel “Globe Runner” (Individual entrepreneur Kornienko Tatiana Andreevna, identification number 2741810828, date and number of entry in the Unified State Register of 30.08.2007, No. 2 339 000 0000 006372), located at: 4 V. Lypynskoho St., 01030, Ukraine, Kyiv,

hereinafter referred to **as the “Hotel”** - on the one hand,

and any legal entity, individual entrepreneur or individual who will join this agreement by accepting the offer to conclude this Agreement on the terms and conditions determined by the Contractor, in the manner specified in this agreement, hereinafter referred to **as the “User”, or “Users”, or “Client”, or “Consumer”, or “Consumers”, or “Guest”, or “Guests”**), on the other hand,

hereinafter each individual **“Party”**, and together **the “Parties”**, in accordance with Articles 633 and 634 of the Civil Code of Ukraine, have entered into the Agreement for the provision of temporary accommodation services by accepting a public offer, hereinafter the **“Agreement”**, as follows:

1. General provisions

1.1. This Public Offer defines the terms of the contract in accordance with Art. 641 of the Civil Code of Ukraine and is an official Public Offer addressed to other persons (hereinafter referred to as the **“User” or “Users”, or “Client”, or “Consumer”, or “Consumers”, or “Guest”, or “Guests”**), to conclude an agreement on the provision of accommodation services to the User (provision of a room (place) for temporary residence) on the terms set out below.

1.2. Hereinafter in the text of the Public Offer (agreement) the Hotel and the User are jointly referred to as the **“Parties”**, and each separately as the **“Party”**.

1.3. Each Party guarantees to the other Party that it has the necessary legal capacity, as well as all the rights and powers necessary and sufficient to conclude and perform the Agreement in accordance with its terms.

1.4. The text of the Public Offer (Agreement) is always posted on the information stand and the official website of the Hotel <https://globerunner.house>

1.5. The User agrees to disclose to third parties the information arising from the execution of this Public Offer (Agreement) and the User's receipt of services from the Hotel.

2. Offer (public offer) / Subject of the contract

2.1. The subject of the Public Offer/Agreement is the provision of temporary accommodation services to the User for a fee by the Hotel by providing a room (place in a common room) for temporary accommodation at the address of the Hotel, in a specially equipped living space (room) in accordance with the reservation order.

2.2. The Agreement shall be deemed concluded and shall enter into force as a contract of adhesion from the moment the Client performs any action provided for in clause 3.4

of the Agreement, which means full and unconditional acceptance by the latter of all the terms of the Agreement without any exceptions and/or restrictions in accordance with Article 642 of the Civil Code of Ukraine. The agreement on the provision of accommodation services concluded by the User by accepting the Public Offer shall be legally binding in accordance with Article 642 of the Civil Code of Ukraine and is equivalent to an agreement signed by the parties and shall be deemed to be that the User has read and agreed to the terms of this Public Offer (agreement).

3. The procedure for concluding the agreement

3.1. The Agreement is concluded between the Hotel and the User in the form of an adhesion agreement (Article 634 of the Civil Code of Ukraine).

3.2. Acceptance (acceptance) of the Public Offer is the performance by the User of any of the actions specified in clause 3.4 of the Agreement.

3.3 Acceptance of the Public Offer means full, unconditional and unconditional acceptance by the User of all terms of the Agreement without any exceptions and/or restrictions and is equated in accordance with Part 2 of Article 642 of the Civil Code of Ukraine to the conclusion by the Parties of a bilateral written agreement on the terms set forth in this Public Offer. The conclusion of the agreement means that the User: - has fully read and agrees with the rules of accommodation at the Hotel; - recognizes the unconditional suitability of the Hotel's premises to meet the needs described in this agreement; - accepts all the terms of this agreement without comment or objection.

3.4. The User, in accordance with Article 642 of the Civil Code of Ukraine, confirms the fact of acceptance (acceptance) of the Public Offer in case of any of the following actions: - payment for temporary accommodation services through the reception service (reception) or by bank transfer on the basis of issued invoices or by bank card; - direct use of the Hotel services (accommodation) by the User; - filling out the registration form / receipt / questionnaire at the reception.

3.5. The User undertakes to independently enter (notify) reliable personal data and information that corresponds to reality when registering for the Hotel's services.

3.6. The term of acceptance of this Public Offer is unlimited.

4. Rules for using the Hotel property

4.1 The Hotel provides the Guests with furnished rooms (places in a common room), equipped with household appliances (hairdryer, refrigerator, etc.), plumbing and other equipment. The rooms of the Hotel and common areas are insulated, have modern decoration, engineering networks, equipment, and furnishings that meet all the requirements at the time of commissioning.

4.2. Guests must take care of the Hotel's property, use the equipment for its intended purpose, and comply with fire safety requirements. In case of detection of property damage, technical malfunctions, emergencies (flooding, fire, glass breakage, etc.), the Administrator must be immediately notified.

4.3. After checking into the room, within one hour, the Guest has the right to report to the Administrator about the detected defects in the decoration and equipment of the

Hotel room. In the absence of a statement and if the administration detects loss or damage to the property of the Hotel upon departure of the Guest, the Guest shall pay for material damage.

4.4. When checking into the room, the Guest is given a key (plastic card), which he is obliged to return on the day of departure. If the Guest loses the key, a fine of UAH 200 is charged.

4.5 In case of loss or damage due to the User's fault of the property (including towels, dishes, furniture, various equipment, etc.), which are in the Hotel, the guest is obliged to compensate for the damage within 3 calendar days, but not later than the date of check-out from the Hotel, the amount of which is determined in accordance with the prices indicated on the information stands, in the consumer corner, menus, price tags, prices, other information documentation of the Hotel and/or on the Hotel's website, and in the absence of such prices - by a commission consisting of: the administrator, receptionist and any other employee of the Hotel on the terms of transparency and at the market value of the lost or damaged property;

5. Internal regulations of the Hotel

5.1. The hotel is open around the clock. Check-in time - 11:00, check-out time - 11:00, check-in time - 15:00. A room at the Hotel is provided upon presentation of a passport or other identity document and a completed guest application form. After concluding the contract for accommodation (filling out the form), the guests receive a key to the room provided for accommodation from the Administrator.

5.2. From 23:00 to 8:00 in the Hotel premises and on the territory it is necessary to keep silence. It is forbidden to turn on audio systems and other devices at high volume in the rooms at this time.

5.3. Smoking in the room is allowed only on the balcony of the room, in case of absence of a balcony, smoking in the room is prohibited. Smoking is prohibited in all other areas of the Hotel. A fine of 2000 UAH is imposed for smoking in the Hotel premises. In case of repeated smoking in prohibited areas, the Hotel administration has the right to evict the Guest unilaterally without refund of the cost of services provided.

5.4. If the Guests keep especially valuable things (money, jewelry, etc.) that are compact in size and can be easily taken out, visitors, to guarantee their safety, must keep them in a safe located at the reception.

5.5. If the Guest wishes not to be disturbed, he/she can hang a sign on the door handle outside with the inscription "Do not disturb!", which is included in the room equipment. There is also a second sign in the room with the inscription "Please clean up!". The Guest may hang this sign if he/she believes that the room is not cleaned sufficiently.

5.6. It is prohibited to keep weapons, explosives, narcotic and psychotropic drugs in the hotel rooms. 5.7. The Administrator shall monitor compliance with the internal regulations of the Hotel. He/she shall provide explanations to the Guests regarding the rules of residence, accept complaints from them about the actions of the staff and other Guests who violate the established procedure.

6. Energy saving

6.1. It is forbidden to use tees and extension cords, powerful electrical appliances, including heating appliances, in the rooms, unless these devices are included in the standard equipment of the room or issued for use by the Hotel staff. If you need to charge the batteries during the Guest's absence in the room, you should contact the administrator who will put the battery (mobile phone, video camera, etc.) on charge.

6.3. It is unacceptable to leave cold and hot water taps open unnecessarily. It is forbidden to leave these taps (mixers) open after leaving the room.

6.4. In the absence of a centralized power supply, electricity is supplied by an emergency generator. In this case, only the lighting works in the rooms, you can charge the devices in the Reception area. It is forbidden to use powerful electrical appliances while the generator is operating, as this may lead to a complete power outage in the entire hotel.

7. Video surveillance

7.1 The Hotel, all entrances to it, internal staircases and corridors are monitored by video cameras. All information is registered, recorded on digital media and stored. Video surveillance is carried out for the safety of the Guests, their property, and the property of the Hotel. By signing the questionnaire, the Guest acknowledges and does not object to the use of video surveillance systems in the Hotel premises (except for rooms, showers and toilets).

8. Services provided by the Hotel

8.1. The Hotel provides basic services included in the price of accommodation and additional services provided for a fee.

8.2. The basic services include: provision of a room (a place in a common room) for accommodation, room cleaning, ambulance call, wake-up call service at a certain time.

8.3. The hotel accepts visitors for accommodation around the clock. A room with a certain number of beds is provided for use. If it is necessary to accommodate an additional number of visitors and the room is equipped to accommodate them, such visitors are accepted for a fee. Children under 18 years old can be accommodated at the Hotel only with adults (parents or relatives).

8.4. Routine cleaning (dusting, garbage collection, washing glasses, cleaning of bathrooms) is carried out daily.

8.5. Every time after the departure of the visitor, the room is completely cleaned.

9. Room reservations and cancellation of reservations

9.1. The order (reservation) of the Hotel services is made by the Guest by sending an order for booking the Hotel services through the OTA (online travel agency), website, at the reception, by phone, and/or via messenger (Telegram; Viber), indicating the period of stay, date and time of arrival and departure, number of beds and rooms, room category, surname and initials of the Guests, etc. Users, number of children and their ages, extra beds, etc.

9.2 The booking confirmation is a booking confirmation letter from the Hotel (including by messenger or e-mail), except for group bookings. Confirmation of a group booking (4 or more private rooms or 10 or more beds in shared rooms) is a booking confirmation letter and the availability of prepayment in the amount and manner specified in clause 10.3 of this Agreement.

9.3 Cancellation of reservation or change of the date of arrival is possible no later than 24 (twenty-four) hours before the time of scheduled arrival, otherwise the Guest shall pay a fine in the amount of the daily cost of the booked room.

9.4 If the reservation is made in a group (4 or more private rooms or 10 or more beds in dormitory rooms), it can be canceled no later than 72 (seventy-two) hours before the scheduled arrival time, otherwise the Guest pays a fine in the amount of the daily cost of each of the booked rooms and/or beds in dormitory rooms.

9.5 In case of non-guaranteed (without prepayment) confirmed reservation, if the Guest does not specify the exact time of arrival, the reservation may be canceled at the discretion of the Administration at 18:00 of the date of arrival local time.

9.6. Reduction by the Guests for any reason of the time of stay in the hotel from the one for which they originally booked the room is possible 24 (twenty-four) hours before the planned change of the period of stay. Otherwise, the prepayment of the services provided is not refundable.

10. Procedure for payment for services or refund

10.1. The cost of services is determined by the Hotel on the website and/or in the OTA, and/or offers in social networks and/or at the reception and is paid by the User in national currency on the basis of the invoice issued by the Hotel based on the results of processing the reservation.

10.2 Payment for the provision of services is charged in accordance with a single settlement hour - 11 am local time (check out time). As a general rule, the contract for the provision of services expires at 11 am on the day following the day of the visitor's arrival.

- Guests arriving from 15:00 (check in time), regardless of the time of arrival, pay for the period of stay until 11:00 of the day following the day of arrival at the rate of 100% of the daily fee, while check-out is generally carried out at 11 o'clock of the day following the day of arrival;
- Guests checking out from the Hotel between 11:00 and 15:00, in the absence of a prior reservation of the room in which the Visitor is staying, are exempt from paying for late check-out;
- Guests checking out from 15:00 to 20:00 make a surcharge of 50% of the daily room rate. Guests checking out after 20:00 hours are charged a surcharge of 100% of the daily room rate.

If it is necessary to extend the stay at the Hotel, the Visitor can contact the Administrator 2 hours before the check-out time. In this case, the period of stay at the Hotel is extended subject to availability.

Early check-in or late check-out is possible only by prior arrangement with the Hotel administration and for an additional fee of 50% of the daily room rate.

10.3. When making a group reservation, the Guest pays 50% of the total cost of the booked rooms and/or places in shared rooms no later than 72 (seventy-two) hours before the time of scheduled arrival. In the absence of payment within the specified period, the reservation may be canceled at the discretion of the Administration.

10.4 Payment for the Hotel's services can be made by bank transfer, including Visa, Maestro, MasterCard, through a payment terminal, online payment system in the booking module on the website, and for cash by depositing funds at the hotel cash desk.

10.5 Refund of the amount of services paid by the Guest is possible

- in case of cancellation of the reservation 24 hours before the date of arrival for individual reservations, in which case the full amount of services paid by the Guest will be refunded. If the reservation is canceled later than 24 hours before the scheduled arrival, a penalty in the amount of one (1) night's stay (for each of the booked rooms and/or places in shared rooms) will be charged.

- if the reservation is canceled 72 hours before the date of arrival in case of group booking, the full amount of services paid by the Guest will be refunded. In case of cancellation of the reservation later than 72 hours before the scheduled arrival, a penalty in the amount of 1 (one) night stay (for each of the booked rooms and/or places in shared rooms) will be charged.

10.6 In order to refund the amount of services paid by the Guest, it is necessary to fill out a refund application (an example is provided by the Administration) and provide a copy of the identity documents (passport and identification code). The refund of the amount of services paid by the Guest shall be made by the Hotel within a period not exceeding 7 (seven) calendar days from the date of provision by the Guest of the documents specified in this clause of the Agreement.

11. Termination of visitors' stay at the Hotel. Refusal of accommodation

11.1. Guests shall terminate their stay at the Hotel upon expiration of the agreement between the visitor and the Hotel on the provision of services.

11.2. The Guest has the right to terminate the service agreement at any time, provided that the actual services provided are paid for.

11.3. If the Guest repeatedly violates the internal rules of accommodation, which leads or may lead to material damage or creates inconvenience for other Guests, the Hotel has the right to refuse to accommodate or terminate the contract (evict). In this case, after deducting the amount covering the material damage and/or fines caused by the Guest and the services provided under these rules, the balance of the previously paid payment shall be refunded to the Guest.

11.4. If the guest is absent in the room for more than a day (according to his/her estimated hours) and it is impossible to determine his/her location or contact him/her, the hotel administration has the right to create a commission, make an inventory of the property in the room and move the things to the storage room.

11.5. The administrator has the right to refuse to settle in the following cases:

- the Guests do not have documents, the documents are invalid or expired, there is a suspicion that the documents are fake;
- there is no payment for the room in the prescribed manner and in the required amount;
- the Guest has an untidy, dirty appearance, is intoxicated, behaves inappropriately or aggressively;
- The Guest refuses to comply with the internal rules of the Hotel (smoking, parking, etc.);
- The Guest is included in the list of undesirable visitors (stop list);
- in other cases provided for by the legislation of Ukraine.

In disputable cases, the issue is resolved by the administration.

12. Responsibility of the Hotel and Guests

12.1. In case of non-fulfillment in whole or in part of the contractual obligations related to the provision of services, the guilty party must reimburse the other party for the losses incurred in this regard.

12.2. If the Hotel is unable to fulfill the terms of the contract with the Guest (except in cases of force majeure), the Hotel is obliged to accommodate the Guest in another hotel located in the area that provides services of equal or higher quality. Additional costs incurred in this regard shall be covered by the Hotel.

12.3. The guest, in case of deficiencies in the service provided, inconsistency of the service, has the right to demand at his/her discretion

- Elimination of deficiencies free of charge and within a specified period;
- a corresponding reduction in the price of the service provided.

12.4. The Hotel must take measures to eliminate the deficiencies of the service provided as soon as possible from the moment the Guest submits the relevant request.

12.5. The Hotel shall not be liable for defects in the services rendered if it proves that they arose through the fault of the Guest (Guest's visitors) or as a result of force majeure.

12.6. The Guest has the right to terminate the service agreement and, in accordance with applicable law, demand full compensation for damages if the Hotel has not eliminated the deficiencies within the prescribed period. The money paid by the Guest for the services shall be refunded on the day of termination of the agreement or at another time, but not later than within 7 days from the date of the relevant request.

12.7. The Hotel is responsible for the safety of the Guest's belongings in the room provided for accommodation, except for valuables (money, jewelry, securities, electronics, etc.).

12.8. In case of loss or damage to the Guest's belongings, the Guest must immediately notify the Hotel. If the Guest has not made any claims to the Hotel before the end of the stay, it is considered that his/her belongings have not been lost or damaged.

12.9. In case of detection of forgotten items, the Hotel is obliged to immediately notify the owner of the items, if known. Forgotten things are stored at the Hotel for 6 months, after which they are transferred to the relevant public authorities or destroyed, which is documented in the form of an act.

12.10. The owners of vehicles parked on the territory in front of the Hotel are responsible for the safety of such vehicles.

12.11. In case of significant material damage caused to the Hotel through the fault or negligence of the Guests and (or) their visitors, an act of the established form must be drawn up. In this case, in addition to compensation for the damage, the visitor must voluntarily or in court reimburse the owners of the Hotel for the costs associated with the downtime of the room during repairs, replacement of furniture, etc. cases (for example, when flooded with water).

13. Rights and obligations of the Users of the Hotel accommodation services

13.1. Users of accommodation services have the right to:

- use the accommodation services and additional services in the manner specified in this Public Offer and in the Hotel's rules of residence, other documents of the Hotel;
- to receive complete and accurate information about the hours of access to the territory of the Hotel, the cost of services provided on the territory of the Hotel;
- contact the reception staff regarding the quality of the temporary accommodation service, leave complaints, feedback and suggestions verbally, on any platforms where information about the Hotel is posted, or using the Experienzo.com service in the book of complaints and suggestions located in the consumer's corner.

13.2. Users of accommodation services are obliged to:

- unconditionally comply with the terms and conditions of this Public Offer;
- respect the rights of other guests of the Hotel; - adhere to moral and ethical standards, refrain from using obscene language in public areas of the Hotel;
- comply with the rules of residence in the Hotel, the rules of use of the Hotel's infrastructure facilities, the rules of access to them, which can be found at the reception;
- protect the property of the Hotel;
- comply with fire safety rules and rational (economical) use of electrical appliances and equipment of the Hotel.

14. Rights and obligations of the Hotel

14.1 The Hotel is obliged to:

- provide the User with the paid services in a timely manner, with high quality and in full;
- inform the User about the services provided on the territory of the Hotel and the form and procedure of their payment;

- ensure full compliance of the services provided with sanitary and epidemiological norms and rules;
- to respond in a timely manner to the requests of the Users concerning the provision of temporary accommodation services, taking measures to eliminate breakdowns and accidents in the Hotel rooms as soon as possible (in case of impossibility to eliminate an accident or breakdown in the room, another room of a category not lower than the one agreed on the day of arrival is provided);
- be responsible for the completeness and serviceability of the equipment in the rooms, as well as for the quality of preparation of the room for check-in;

The Hotel is not responsible for money, things and any other material values left in the room, lost on the territory of the Hotel, or their loss for any reason.

14.2. The Hotel has the right to:

- enter the Hotel room for cleaning, linen change, checking water supply, air conditioning systems or eliminating deficiencies in their functioning, as well as in case of violation by the User of the provisions of this Public Offer;
- in the event of the end (coincidence) of the period of the User's stay in the Hotel agreed with the reception and 100% paid for and/or the User's absence at the place of temporary residence for more than 2 hours without payment, to independently release the room from the User's personal belongings, while making an inventory of the property left by the User;
- in case of more than two violations of generally accepted norms of behavior by the User, invite employees of the internal affairs bodies to clarify the circumstances and establish the facts of such violations;
- terminate the contract for the provision of temporary accommodation services ahead of schedule, without refund of the funds paid by the User for temporary accommodation, with simultaneous forced eviction from the territory of the Hotel in case of
 - being in a state of severe alcohol and/or drug and/or toxic intoxication or under the influence of psychotropic substances
 - smoking in the rooms, as well as on the territory of the Hotel and the complex, except for specially designated places;
 - storage or bringing of weapons, explosive and flammable, caustic, poisonous, narcotic drugs and other dangerous items and substances without the consent of the reception and without proper permits;
 - violation of public order rules;
 - violation of the rules of residence in the Hotel;
 - violation of the provisions of this Public Offer;
 - systematic (2 or more) complaints from other guests of the Hotel about violations of their rights and freedoms.

15. Force majeure

15.1. In the event of force majeure: war, flood, earthquakes, fires, strikes, epidemics, changes in legislation, etc., the parties shall be partially or fully released from their obligations under this Agreement.

15.2. A Party that is unable to fulfill its obligations due to force majeure shall notify the other Party in writing of the time of occurrence and termination of such circumstances.

15.3. The force majeure shall be confirmed by the relevant competent authority.