**PUBLIC OFFER AGREEMENT**

**for the provision of hotel services**

**Polyanytsya village, Yaremche district, Ivano-Frankivsk region**

AmstelSki Hotel, registered and operating in accordance with the current legislation of Ukraine, hereinafter referred to as "Contractor", on the one hand, and any legal entity, individual entrepreneur or individual, or their authorized representative who joins this agreement by concluding an accession agreement, in the manner specified by such accession agreement, hereinafter referred to as "Customer", on the other hand, hereinafter "Parties", in accordance with the requirements of Art. 633 of the Civil Code of Ukraine, entered into this agreement on the following:

**1. TERMS AND CONCEPTS**

1.1. **The contract of public offer of hotel services** is the contract under which the Contractor undertakes to carry out rendering of hotel services to everyone who addresses to it, thus conditions of this contract are established identical for all Customers, except for those to whom by the law are provided relevant benefits. The Contractor shall not have the right to give preference to one consumer over another in concluding this contract, unless otherwise provided by law. The Contractor has no right to refuse to enter into this agreement if he has the opportunity to provide the Customer with relevant services.

1.2. **The contract of joining the contract of public offer for the provision of hotel services** is a contract, the terms of which are set by the Contractor in the contract of public offer for the provision of hotel services, which can be concluded only by joining the Customer to the proposed contract of public offer for hotel services on the provision of hotel services, which was exhibited by the Contractor. The customer cannot offer its terms of the contract.

1.3. **The moment of concluding the connection agreement** is the moment of payment by the Customer of the invoice for the provision of hotel services, which was issued by the Contractor and crediting the specified funds to the current account of the Contractor or depositing these funds in the Contractor's cash desk.

1.4. **Hotel Services** - actions of the Contractor for accommodation of the Customer or the Guest by providing a room (place) for temporary accommodation in the hotel, as well as other activities related to accommodation and temporary accommodation.

1.5. **Guest (consumer)** - a person (people) who use (actually benefited) hotel services.

1.6. **Booking** - the process of ordering by the Customer of the Hotel basic and / or additional services in a certain amount, in order to use the services in the agreed time by a specific Guest or group of Guests.

1.7**. Confirmation of booked services** - the Hotel's consent to perform the ordered stipulated list of basic and additional services in accordance with the application.

1.8. **Refusal to book services** - refusal of the Hotel to book basic and additional services of the Hotel within the period specified in the contract.

1.9. **Cancellation** - the Customer's refusal of the booked services.

1.10. **The Customer** is a legal entity that reserves rooms for the Guest (s).

**2. SUBJECT OF THE AGREEMENT**

2.1. Under this agreement, the Contractor undertakes to provide the Customer with hotel services, namely: services for temporary accommodation and temporary accommodation in specially equipped rooms, or third parties of the Guests specified by the Customer in accordance with the booking order, at AmstelSki Hotel, located at: Vyshny tract, 332-a, village Polyanytsya, Yaremche district, Ivano-Frankivsk region (hereinafter - "Hotel").

**3. PROCEDURE FOR BOOKING AND CONVERSION OF SERVICES OF THE CONTRACTOR**

3.1. Ordering (booking) of the Contractor's services is carried out by the Customer by sending an order for booking of the Contractor's services by mail, or electronic, or telephone, or other communication indicating the period of residence, date and time of arrival and departure, number of places and rooms, category numbers, surnames and initials of the Customer or Guests, number of children and their age, extra beds, etc.

3.2. After receiving the order for booking services, the Contractor shall send to the Customer by mail, or electronic, or telephone, or other communication an invoice for payment indicating the cost of the booked services.

3.3. The Customer, within 3 (three) days from the date of submission by the Contractor of the invoice for payment of the booked services, must pay the amount of funds specified in such invoice in full by non-cash transfer or cash or using payment cards.

3.4. After crediting the funds to the current account of the Contractor, or paying them in cash at the box office of the Contractor, the latter provides the Customer with confirmation of the booked services.

3.5. The customer can cancel the booked services. Cancellation is divided into three types: timely cancellation, late cancellation, non-arrival (no-show). In case of late cancellation or no-show (non-arrival) the Hotel will charge a penalty to the customer in accordance with the terms set out in the Agreement.

• **timely cancellation** - the Customer's refusal to use the booked services no later than 35 (thirty-five) days before the date of the planned arrival or within the period specified in the contract;

• **late cancellation** - cancellation after the expiration of the term of timely cancellation or within the terms stipulated by the contract;

• **non-arrival (no-show)** - the actual non-arrival of the Guest, a group of guests to the Hotel on the day of arrival.

3.6. If the Customer or the Guest canceled the booked services after the expiration of the timely cancellation period (late cancellation) or did not use the booked services on the specified day of arrival (non-arrival), prepayment of 100% of the cost of accommodation for the entire period of stay is non-refundable and accepted as fine, for non-fulfillment by the Customer of the terms of this agreement. In this case, the reservation is canceled. This prepayment at the discretion of the Contractor may be returned to the Customer in case of possibility of further sale and actual occupancy of the room, which was booked by the Customer, other visitors, and if they lived in it for at least the period ordered by the Customer. The parties agreed that if the terms of the payment system through which the relevant transaction to pay for the services of the Contractor, entitle the Contractor to deduct a penalty from the Customer and / or Guest in the amount of the cost of one night, then the cost of one the night of stay when collecting the fine is equal to 100% of the total cost of living for the entire period of stay of such Customer and / or Guest.

3.7. Prices for the Contractor's services booked and paid in full by the Customer may not be changed.

3.8. Continuation of the Customer's or Guest's stay beyond the period specified in the booking order, regardless of its reasons (including due to early arrival, later departure, due to lack of return tickets), is carried out when availability of vacancies and is paid to the Contractor at the time of such extension. Payment for services is determined at the time of extension of the period of residence. Check-out time is 12 hours (local time), check-in time is 15 hours (local time). Early check-in - check-in before 3 pm (local time) is possible by prior arrangement with the hotel and is paid by the Customer additionally. Late check-out - check-out after 12 o'clock (local time) is possible by prior arrangement with the hotel and is paid by the Customer additionally.

3.9. If the Customer or the Guest has not used the accommodation service (no-show), the Contractor has the right to charge the Customer or the Guest a penalty of 100% of the total cost of accommodation for the entire period of residence of such Customer and / or Guest by debiting the payment card. such Customer and / or Guest, whose data (name on the card, number, expiration date, CVV, etc.) were transferred by the Customer or the Guest in any way to the Contractor or to any third party for transfer to the Contractor, for any purpose including but not limited to blocking and / or debiting and / or collecting funds from such a payment card.

**4. RIGHTS AND DUTIES OF THE PARTIES**

4.1. **The customer is obliged to:**

4.1.1. Send to the Contractor written orders for booking (reservation) of hotel services in accordance with the terms of this agreement.

4.1.2. To inform the Guests about the necessary and received from the Contractor information about the hotel services provided by him and the procedure for their provision.

4.1.3. Timely pay booked (reserved) services within the time and in the manner specified by this Agreement.

4.1.4. Notify the Contractor in writing of the cancellation of the booked services no later than 35 (thirty-five) days before the date of arrival of the Customer or Guest (timely cancellation).

4.1.5. Do not demand a refund of the prepayment for the booked services, in case of late cancellation, later than 35 (thirty five) days before the date of arrival, booked services and / or in case of no-show at the Hotel.

4.1.6. Pay a penalty of 100% of the total cost of the stay for the entire period of stay, in case of late, later than 35 (thirty five) days before the date of arrival, cancellation of the booked service and / or in case of no-show, including by transfer data of the Customer's and / or Guest's payment card (name on the card, number, validity period, CVV, etc.) in any way to the Contractor or to any third party for transfer to the Contractor, for any purpose including but not limited to for the purpose of blocking and / or debiting and / or collecting funds from such payment card.

4.2. **The customer has the right to:**

4.2.1. Independently and at its own discretion to establish the terms of its own settlements with the Guest, if the Customer does not independently use hotel services under this agreement.

4.2.2. On its own initiative to make settlements with the Contractor ahead of schedule.

4.2.3. Refuse the hotel services of the Contractor by making a timely cancellation of the reservation within the time limits specified in paragraph 4.1.4 of this agreement.

4.3. **The Contractor is obliged to:**

4.3.1. Provide, by posting on the official website of the Hotel on the address: https://amstelski.com/uk/golovna-pro-gotel/, the necessary and reliable information about hotel services, their types, features and prices, provide the Customer or Guest, at his request, other services related to the relevant hotel service, as well as to inform the Customer or the Guest, with the Rules of Accommodation in the Hotel.

4.3.2. Accept, process and confirm, subject to the possibility of providing relevant services, received orders for booking hotel services within 24 hours of receipt.

4.3.3. To be responsible for the quality of provided services in accordance with the terms of this agreement and current legislation of Ukraine.

4.3.4. When providing services to the Customer or the Guest, comply with the conditions (requirements) specified in the booking order provided by the Customer.

4.4. **The Contractor has the right to**:

4.4.1. To collect fines from the Customer in the cases and in the amounts specified in section 3 of this agreement.

4.4.2. Refuse the Customer or the Guest in the settlement or terminate the contract (carry out eviction), in cases provided by the Rules of stay at the AmstelSki Hotel, as well as if the Customer or Guest repeatedly violates the internal rules of residence, which leads or may cause material damage or inconvenience of other visitors. In this case, the Contractor has the right to calculate the material losses incurred by the customer or the guest provided by this agreement.

4.4.3. Apply to the Customer or the Guest, any fines, penalties, which are defined in the Rules of stay at the Hotel AmstelSki.

**5. MUTUAL SETTLEMENTS OF THE PARTIES**

5.1. The cost of services includes exactly the set of services that the Contractor undertakes to provide to the Customer and which is indicated in the invoice (invoices). Related services are provided by the Contractor upon prior agreement of cost and quantity indicators of such services with the Customer.

5.2. Prices for hotel services offered by the Contractor are determined in the national currency of Ukraine - hryvnia and are payable within the period specified in the contract, by payment by transfer, or cash, or using payment cards.

5.3. The Contractor shall return the funds to the Customer in accordance with the requirements of this Agreement and the current legislation of Ukraine.

**6. RESPONSIBILITIES OF THE PARTIES**

6.1 In case of breach of their obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of Ukraine. Violation of the obligation is its non-performance or improper performance, that means performance in violation of the conditions specified in the content of performance.

6.2 In case of non-provision of booked and timely paid by the Customer hotel services due to the fault of the Contractor, the Contractor shall pay the Customer a penalty in the amount of the full cost of the reservation. At the written request of the Customer, the Contractor is obliged to accommodate the Customer or the Guest in another hotel located in the area, which provides services of equivalent quality. Additional costs incurred in this connection shall be borne by the Contractor.

6.3. In the event that no agreement is reached between the parties to this agreement voluntarily on disputed issues, this agreement may be challenged by the interested party in accordance with the requirements of applicable law.

**7. FORCE MAJOR**

7.1. The Parties shall not be liable under this Agreement if the impossibility of fulfilling their obligations arose due to force majeure circumstances that do not depend on the will of the Parties and are beyond their competence, which must be proved by the Party referring to such circumstances. .

Such circumstances include, in particular, military events, natural disasters, strikes and other similar circumstances.

7.2. The document confirming the circumstances of force majeure is the certificate of the CCI at the location of the Party concerned.

**8. OTHER CONDITIONS**

8.1. The relations of the Parties, not regulated by this agreement, are subject to the current legislation of Ukraine.

8.2. This Agreement may be amended, terminated or supplemented by agreement of the Parties. The parties reserve the right to terminate this agreement in the manner prescribed by the terms of this agreement.

8.3. The parties acknowledge that all terms of this agreement are confidential, and neither party agrees not to disclose the terms of this agreement to any third parties.

8.4. The term of this agreement is determined by the Parties until the full fulfillment of the obligations undertaken, and in terms of settlement - until the full settlement between the Parties.

8.5. The moment of concluding this agreement is the moment of concluding between the Parties the agreement on joining the agreement on the provision of hotel services, by the Customer paying the invoice for the provision of hotel services, which was issued by the Contractor. Thus payment in whole or in part of services on this account and crediting of the specified means by the Contractor, is confirmation from the Customer, the conclusion of the contract of accession to the contract for rendering of hotel services and acceptance by the Customer of all essential conditions of this contract. cancellations, changes, and cancellations of booked services, fines and accommodation in the Hotel. Payment of funds on this account is an acceptance by the Customer to accept the Contractor's offer to purchase services and pay for them, which is posted on the official website of the hotel and is a contract of public offer of the Contractor and contains all essential terms of services (Article 633, 641 and Chapter 63 of the Civil Code of Ukraine).

**9. PERSONAL DATA AND INFORMATION**

9.1. The Customer and / or the Guest consent to the Contractor to carry out without restrictions any actions related to the processing of his personal data in order to:

- carrying out by the Executor of activity according to the legislation of Ukraine;

- fulfillment of the terms of this Agreement;

- realization and protection of the rights of the Parties under this Agreement;

- performance of other powers, functions, duties of the Contractor, which do not contradict the legislation of Ukraine and this Agreement.

9.2. The Contractor is authorized to process personal data in the amount of information that was / will be received by the Contractor from the Customer and / or the Guest personally, from his representatives, from third parties, obtained from publicly available sources, to change / supplement personal data of the Customer and / or Guest information of third parties, contact third parties to verify them.

9.3. In order to exercise the rights of the parties under this Agreement, the Customer and / or Guest consent to the Contractor to audio / record telephone conversations of the Customer and / or Guest with the Contractor or employees of the Contractor, photo / video recording at the Contractor's premises on magnetic and / or electronic media and consent to the Contractor's use of the results of recordings / recordings, incl. as evidence.

9.4. Without obtaining additional written consent and separate notice, the Customer and / or Guest agrees to the Contractor to distribute personal data of the Customer and / or Guest, to transfer them to third parties, including outside Ukraine, foreign parties, or to provide access to them third parties, in particular:

- to ensure the performance by third parties of their functions or the provision of services to the Contractor, in particular, auditors, insurance companies, intermediaries, appraisers, and other persons, if such functions and services relate to the activities of the Contractor;

- upon occurrence of grounds for transfer of trade secrets to third parties in accordance with the legislation of Ukraine or in accordance with the terms of this Agreement;

- persons who provide services to the Contractor for storage of client documents, creation and storage of their electronic copies (archives, databases), as well as persons who provide services / provide other activities of the Contractor, which does not contradict the legislation of Ukraine. Subject to the terms of this paragraph, the Customer and / or Guest certifies that he is duly and fully notified of the composition and content of his personal data collected by the Contractor, the purpose of collecting his personal data and the persons to whom his personal data are transferred. data, as well as notified of their rights under the Law of Ukraine "On Personal Data Protection". The Customer and / or the Guest is informed that on the website https://amstelski.com/uk/golovna-pro-gotel/ it is additionally possible to get acquainted with this agreement and the rights of personal data subjects defined by it, provided by the Law of Ukraine “On protection personal data ".

9.5. Realizing the scope and nature of the Contractor's obligations on storage bank card data, the Customer and / or Guest also agrees to the Contractor to store information about them, known to the Contractor in the process of fulfilling the terms of the Agreement.

9.6. The Customer and / or the Guest agrees to the Contractor at its own discretion to call and without restriction to call, send information on the Contract, other information, advertising messages and proposals for the services of the Contractor, its partners by mail, electronic means of communication, SMS - messages, using mobile communication or the Internet, etc. to postal addresses, e-mail addresses, telephone numbers provided by the Customer and / or Guest to the Contractor (specified in any documents) or otherwise known to the Contractor.

9.7. By agreeing to the Contractor on the above terms, the Customer and / or Guest is aware and agrees that the transfer of banking or trade secrets, other restricted information and / or processing of personal data of the Customer and / or Guest may be carried out, in particular, using various means of communication. languages, the Internet, and third parties related to personal data. The Customer and / or the Guest is aware that the information sent (transmitted) in this way may become available to third parties, and releases the Contractor from the related liability.