

# SENATOR

HOTELS & APARTMENTS

## **Senator City Center apart-hotel**

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## **RULES OF ACCOMMODATION AT SENATOR CITY CENTER APART-HOTEL**

### **I. GENERAL PROVISIONS**

1.1. Rules of Accommodation at Senator City Center apart-hotel (hereinafter – the Rules) are developed based on the current legislation of Ukraine and regulate the basic requirements for using the services of Senator City Center apart-hotel (hereinafter – Apart-hotel), regulate the relationship between guests (individuals who live in Apart-hotel or intend to use hotel services) and the Apart-hotel, the provider of these services.

1.2. In its activity, the Apart-hotel is guided by the current legislation of Ukraine, including the "Rules for the use of hotels and similar means of accommodation and provision of hotel services", approved by the order of the State Tourism Administration of Ukraine dated March 16, 2004 No.19, and these Rules.

1.3. The Apart-hotel is a legal entity "SENATOR CITY CENTER", LLC, registered in accordance with the legislation of Ukraine.

*The details of LIMITED LIABILITY COMPANY "SENATOR CITY CENTER":*

*Legal address: 01054 Kyiv, Pyrohova street,6*

*IBAN: UA 37 328209 0000026003000025223*

*in JSC "Pivdennyi", Odesa*

*Identification code: 45179402*

*Director (according to the Statute): Ivan Sorokin*

*Liable to income tax on the general basis*

1.4. The Apart-hotel is located at the address: 6, Pyrohova St., Kyiv 01030, Ukraine.

1.5. By submitting a reservation request, the guest and/or customer confirms that they are familiar with these Rules and agree to the conditions specified in them.

### **II. TERMS AND CONCEPTS**

2.1. Guest – an individual who arrives, orders, uses or intends to purchase or use hotel services for their own needs.

2.2. Customer – a natural or legal person who enters into a contract for the provision of hotel services for the benefit of the guest on behalf of the guest or on his own behalf and makes payment under this agreement (provides guarantees of payment under this agreement).

2.3. Group – 5 or more people who book hotel services within one request from one customer.

2.4. Hotel services – actions (operations) of the Apart-hotel to accommodate a guest by providing a room for temporary accommodation, as well as other activities related to accommodation and temporary stay. The hotel services consist of basic and additional services provided to the guest during accommodation.

2.5. Basic services – the volume of Apart-hotel services, which is included in the price of the room and provided to the guest in accordance with the contract.

2.6. Additional services – the volume of services that do not belong to the main services of the Apart-hotel and which are ordered and paid by the guest additionally.

2.7. Room – a separate furnished room, which consists of one or more rooms equipped for temporary accommodation of the guest/guests (used to indicate hotel-type rooms and apartments).

2.8. Booking – the process of ordering by a guest or customer in the Apart-hotel basic and/or additional services in a certain amount in order to use the services at a specified time by a particular guest or group of guests.

2.9. Confirmation of booking services – written consent of the Apart-hotel to provide booked basic and additional services under certain conditions.

2.10. Cancellation – refusal of the guest or customer from the booked services. Cancellation is divided into three types: timely cancellation, late cancellation, no-show. In case of late cancellation or no-show, the Apart-hotel has the right to charge a fine to the guest or customer in accordance with these Rules, unless otherwise provided by the contract for the provision of hotel services.

2.11. Timely cancellation – refusal of the guest or the customer to use the booked services no later than the terms stipulated by the cancellation policy.

2.12. Late cancellation – refusal of the guest or the customer to use the booked services later than the terms stipulated by the cancellation policy.

2.13. No-show – the actual non-arrival of the guest at the Apart-hotel on the day of arrival.

2.14. Arrival date – the date of arrival of the guest at the Apart-hotel.

2.15. Departure date – the date of departure of the guest from the Apart-hotel.

2.16. Check-in time is the time after which check-in takes place at the Apart-hotel.

2.17. Check-out time (settlement hour) is the time set at the Apart-hotel and at which the guest must vacate the room on the day of departure.

2.18. Early check-in – check-in at the Apart-hotel before check-in time.

2.19. Late check-out – check-out after the check-out time on the day of departure.

### **III. INFORMATION ABOUT THE SERVICES**

3.1. The Apart-hotel provides the guest with necessary, reliable, affordable and timely information about hotel services. The information is brought to the attention of the guest in an accessible visual form, located in the consumer's corner and/or on the website of the Apart-hotel.

3.2. The basic services included in the price of accommodation are listed below:

- accommodation services;
- 24-hour reception;
- 24-hour security guards;
- free Wi-Fi Internet access;
- Satellite TV;
- direct-dial cordless phone;

- full cleaning service (twice a week);
- regular linen and towel changes;
- use of the following electrical appliances in the room: iron (and ironing board), electric kettle, hair dryer;
- in-room safe;
- baby cot;
- call a taxi;
- call an ambulance;
- wake up at the appointed time;
- concierge service (ordering tickets, excursions, etc.);
- provision of sewing kit (upon request);
- provision of shaving kit (upon request);
- provision of dental kit (upon request);
- complimentary bottled water upon check-in.

3.3. The list of additional services available for a separate fee and the price list for these services can be found in the customer's corner.

#### **IV. BOOKING PROCEDURE OF HOTEL SERVICES**

4.1. Booking of hotel services is carried out by signing a bilateral agreement between the Apart-hotel and the customer or accepting a booking application (hereinafter – the application) by mail, telephone or other type of communication, which allows to reliably establish the affiliation of the application to the guest or customer.

4.2. The application for individual guests must have the following information:

- name and surname of the guest;
- date of arrival and departure;
- type and number of rooms;
- number of children and their age;
- method of communication with the customer (contact phone number, e-mail address, etc., contact person);
- guarantee and type of payment;
- special accommodation conditions.

4.3. The request for a group of guests must have the following information:

- group list (names and surnames of guests);
- accommodation of guests by rooms;
- dates of arrival and departure;
- types and number of rooms;
- number of children and their age;
- method of communication with the customer (contact phone number, e-mail address, etc., contact person);
- guarantee and type of payment;
- special accommodation conditions.

4.4. The application from a legal entity must include the details of this legal entity (full name, legal and actual addresses, banking details, signature of the head, certified with the round seal of this legal entity).

4.5. The Apart-hotel confirms the acceptance of the application and reservation in the presence of free rooms and other conditions necessary for the provision of the ordered hotel services.

4.6. The reservation is considered guaranteed if the Apart-hotel has sent a confirmation. The booking confirmation includes the reservation number, the guest's name, the expected arrival and departure dates of the guest, the type of the room, the cost of accommodation, the number of guests, as well as any special requirements specified by the guest in the application and agreed upon with the Apart-hotel.

4.7. Changes and additions to the booking application are accepted from guests and customers in writing or in another way that allows to reliably establish the affiliation of the guest application.

4.8. The Apart-hotel confirms the acceptance of changes and additions to the application for booking hotel services for individual guests and groups of guests, subject to the conditions necessary to implement the additions and changes.

4.9. Confirmation of acceptance of changes and additions to the application for booking hotel services is sent to the guest or customer in a manner mutually agreed with the guest or customer.

4.10. Reservations for an individual guest or group of guests can be canceled by a written application of the guest or customer (or in another way that allows to reliably establish the affiliation of the application to the guest or customer). In case of late cancellation or no-show, penalties are applied in accordance with the cancellation policy.

4.11. Depending on the period of stay and the timing of cancellation, a penalty is charged in the amount of the accommodation cost for the specified below number of nights.

<b>Cancellation policy</b>		
<b>Stay period</b>	<b>Number of days before the scheduled check-in date</b>	<b>Number of nights for which a penalty is charged</b>
1-6 days	1	1
7-13 days	3	2
14-30 days	5	3
31-60 days	7	5
61 or more days	14	7

4.12. By submitting a reservation request, the guest accepts and agrees with the above conditions, including the cancellation policy.

4.13. The Apart-Hotel has the right to apply flexible prices, rates, as well as a discount system to all services provided.

4.14. The prices for accommodation, basic and additional services are set by the Apart-hotel independently. The payment method is determined by the agreement between the guest (customer) and the Apart-Hotel.

4.15. Tourist fee is not included in the room rate; it is additionally charged per person per each night of temporary accommodation at the Apart-hotel, except for those categories of persons who are exempt from paying it according to applicable law.

## **V. THE PROCEDURE FOR CONCLUDING THE AGREEMENT ON THE PROVISION OF HOTEL SERVICES AND PAYMENT FOR SERVICES**

5.1. The agreement on the provision of hotel services is considered concluded in the case of signing of the registration card by the guest upon check-in at the hotel.

5.2. Room in the Apart-hotel is provided to the guest/guests upon presentation of a passport or other identity document: passport of a citizen of Ukraine, foreign passport of a citizen of Ukraine, diplomatic or service passport, seafarer's identity card, permit for the residence of a person living in Ukraine but not a citizen, a national passport of a foreign citizen or a document replacing it, and a valid visa for the right to stay in Ukraine (unless otherwise provided by current interstate agreements), driver's license, a birth certificate for children accompanied by adults.

5.3. It is prohibited to withhold passports as collateral from the guests staying at the Apart-Hotel.

5.4. Payment for the accommodation services is charged in accordance with a single settlement hour – 12:00 of the current day local time.

5.5. Upon check-in at the Apart-hotel, the guest:

5.5.1. Undertakes to pay the total cost for accommodation in the national currency – Ukrainian Hryvnia – according to the commercial rate of Raiffeisen Bank Aval to the Euro (or US Dollar) on the day of arrival at the Apart-hotel, as well as the tourist fee.

5.5.2. If the guest extends their stay at the Apart-Hotel, they must prepay the full cost of the next accommodation period in advance, in the national currency – Ukrainian Hryvnia – according to the commercial rate of Raiffeisen Bank Aval to the Euro (or US Dollar) on the payment date. If the guest extends their stay at the Apart-hotel and pays upon check-out, the cost of accommodation is calculated based on the commercial exchange rate of Raiffeisen Bank Aval to Euro (or US Dollar) for each day of stay.

5.6. Payment for accommodation and services provided by the Apart-hotel is made in cash, by bank transfer, by credit cards, or via the online payment system, according to the current price list at the Apart-Hotel.

5.7. After completing the accommodation formalities at the Apart-hotel and settling the payment for hotel services, the guest receives a document confirming the payment for services (invoice) and a room key.

5.8. The paid invoice confirms the provision of accommodation services by the Apart-Hotel and contains the following information: document name, date and invoice number, hotel name, guest's first and last name, stay period (check-in and check-out dates), booking number, breakdown of services and their cost, payment method, cashier's name, and seal.

5.9. If the guest refuses the accommodation within 1 hour from the moment of check-in to the room, and provided there are no signs of using the room, the full cost of accommodation in the room is returned to the guest. If the guest has used the room and/or refused to stay later than one hour after check-in, the payment for the first night of stay will not be refunded.

## **VI. CHECK-IN AND CHECK-OUT PROCEDURE AT THE APART-HOTEL**

6.1. The Apart-hotel works round the clock.

6.2. Check-in time: 14:00 local time.

6.3. Check-out time (settlement hour): 12:00 local time.

6.4. Check-in until 14:00 is an additional service and is available subject to availability and other conditions required for its provision.

6.5. Early check-in between 00:00 and 08:00 is subject to a charge of 100% of the daily room rate.

6.6. Early check-in between 08:00 and 14:00 is subject to a charge of 50% of the daily room rate.

- 6.7. For stays of less than one day, payment is made for the full settlement day.
- 6.8. Departure after 12:00 is an additional service and is provided subject to availability and other conditions necessary for its provision.
- 6.9. Late check-out until 18:00 will be charged 50% of the daily room rate.
- 6.10. Late check-out after 18:00 is subject to a charge of 100% of the daily room rate, unless otherwise stated in the contractual relationship between the Apart-hotel and the customer/guest.
- 6.11. Children under 12 years stay free in their parent's room when using existing bedding. An extra bed is available upon request and at an additional cost.

## **VII. RIGHTS AND RESPONSIBILITIES OF GUESTS**

7.1. Guests staying at the Apart-hotel have the right to:

- in case of deficiencies detection in the service provided, to demand the elimination of deficiencies without payment or a corresponding reduction in payment for this service;
- terminate the contract for the provision of hotel services at any time subject to payment for the services actually provided by the Apart-hotel.

7.2. Guests staying at the Apart-hotel are obliged to:

- adhere to the Rules of accommodation established by the Apart-hotel administration;
- comply with the terms of the contract for the provision of hotel services;
- follow fire safety rules;
- observe public order;
- leaving the room, close windows, water taps, turn off lights and appliances;
- lock the room with the key when leaving;
- compensate the damages in case of loss or damage to property of the Apart-hotel in accordance with current legislation;
- upon departure from the Apart-Hotel, settle the full payment for additional paid services and return the room key;
- immediately notify the Apart-hotel in case of loss or damage to belongings. Claims for loss or damage to the guest's belongings cannot be made to the Apart-hotel after the guest has left.

7.3. Guests staying at the Apart-hotel are not allowed to:

- leave third-party in the room and hand over the room key to them without prior consent from the Apart-Hotel administration;
- leave children without adult supervision;
- cause damage to the property of the Apart-hotel;
- rearrange and remove furniture from the room;
- throw rubbish out of the room windows;
- use electrical appliances in the room, except for those permitted for use;
- independently fix issues that arise while using electrical networks, electrical equipment, plumbing, sewage, sanitary equipment, and other items that constitute the equipment of the Apart-Hotel;
- bring into the Apart-hotel and store in the room substances, materials and things that are dangerous to life, health and property of the Apart-hotel;
- store weapons in accordance with the legislation of Ukraine;

- keep animals, birds, reptiles in the room;
- violate generally accepted norms of behavior, including to be on the territory of the Apart-hotel under the influence of drugs;
- show aggression or actions that threaten the safety of health or property of others;
- conduct any video or photo shooting on the premises of the Apart-Hotel and in hotel rooms without prior consent from the administration;
- smoking on site, except for designated areas. If the Apart-hotel administration discovers the fact of smoking of the guest, the latter must compensate the losses (implementation of a complex of additional cleaning) and may be prosecuted in accordance with the laws of Ukraine.

7.4. The guest acknowledges and agrees that video surveillance systems are used in the public areas of the Apart-hotel.

7.5. By signing the registration card, the guest gives their consent to the Apart-hotel for the collection, processing, and use of their personal data for the purpose of ensuring the implementation of economic, administrative, tax relations, accounting, auditing, statistics, and other activities in accordance with the requirements of the Law of Ukraine "On Personal Data Protection".

7.6. The Privacy and Personal Data Processing Policy is available at any time through the following link: [https://senator-apartments.com/wp-content/uploads/2022/05/privacy\\_policy\\_ukr.pdf](https://senator-apartments.com/wp-content/uploads/2022/05/privacy_policy_ukr.pdf).

## **VIII. RIGHTS AND OBLIGATIONS OF THE APART-HOTEL**

8.1. The Apart-hotel must:

- ensure quality provision of hotel services in accordance with current legislation, these Rules and the contract for the provision of hotel services;
- inform the guest in an accessible and visual way about room categories and accommodation prices, provision of basic and additional services, along with their payment methods and procedures
- ensure round-the-clock check-in and check-out;
- ensure the completeness of the rooms and the serviceability of their equipment, as well as the quality of preparation of the room for the settlement;
- take measures to eliminate deficiencies in the service provided from the moment the guest submits a request;
- ensure the safety of the stay and confidentiality of information about the guest;

8.2. The Apart-hotel is liable under the current legislation of Ukraine for any harm caused to the life, health, or property of the guest arising from deficiencies in the provision of services. The procedure and amount of compensation is determined by applicable law.

8.3. The Apart-hotel is not liable for deficiencies in the services provided that arose due to the fault of the guest or as a result of force majeure.

8.4. The Apart-hotel is responsible for the safety of guests' belongings in accordance with the requirements of current legislation. A personal safe is provided in each room for storing valuables. The Apart-hotel is liable for the loss of money and other valuables (securities, jewelry) only if they have been separately entrusted to the Apart-hotel for safekeeping under a separate storage agreement for such valuables.

8.5. In case of discovery of forgotten things, the Apart-hotel administration must immediately notify their owner, provided that his identity is established.

8.6. Forgotten items that are not required by the owners or whose owners are unknown, are stored in the Apart-hotel for six months, after this time period they are transferred to the appropriate government agencies for sale or destroyed, with an act of the prescribed form composed.

8.7. The Apart-hotel has the right to refuse accommodation or terminate the agreement (carry out eviction) in the following cases:

- the guest refuses to comply with these Rules, repeatedly violates them, which leads to material damage to the Apart-hotel and / or creates inconvenience for other guests;
- the guest does not pay, pays late, and/or does not pay in full the cost of hotel services;
- the guest violates public order;
- the guest violates the quiet hours policy from 23:00 to 7:00;
- the guest has no documents, or the documents are invalid or expired, or there are suspicions that the documents are fake;
- the guest has an untidy, dirty appearance, he is intoxicated, behaves inappropriately, aggressively;
- the guest has signs of infectious or other diseases dangerous for other persons;
- the guest is included in the list of unwanted guests and in other cases provided by the legislation of Ukraine.

## **IX. MONITORING COMPLIANCE WITH THE RULES**

9.1. The control over the observance by the Apart-hotel administration of these Rules is carried out by local state administrations and local self-government bodies, the central executive body on tourism issues and the relevant state bodies within their competence.

9.2. The Apart-hotel monitors compliance with these Rules by the personnel. In case of rule violations, the responsible individuals bear the responsibility according to the current legislation.

9.3. The Apart-hotel monitors compliance with these Rules by the guests.

### **The administration of Senator City Center apart-hotel**