

Read the text of this Public offer (contract) for the provision of services and, if you do not agree with any of the clauses of this Public offer (contract), or you do not understand any of the clauses of this Public offer (contract), we offer you to refuse the services offered until you specify the information that interests you by phone 0 800 21 01 21 ; +38 068 221 12 21 or read on the website www.selfish.ua

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

The present contract is a public offer in accordance with Articles 205, 628, 633, 638-642 of the Civil Code of Ukraine addressed to the consumers preferred accommodation and is the official and public offer of individual entrepreneur Diakonov Igor Valerievich, individual tax number 2708002079, registration address: Kiev, Heroev Stalingrada, 12, app.15, called the «Contractor», which enters into this agreement with any person hereinafter referred to as the «Customer». The Agreement is an agreement on the provision of services on a reimbursable basis, concluded through a public offer, and regulating the provision of accommodation services and obligations arising in this connection between the «Contractor» and the «Customer» hereinafter referred to as the «Parties». The parties are governed by the laws of Ukraine and this agreement.

The parties entered into this agreement as follows.

1. General points

- 1.1. This Public Offer defines the terms of the contract in accordance with Art. 641 of the Civil Code of Ukraine and is the official second public offer to conclude a contract to provide customer services on the arrangement (providing room (bed) for temporary accommodation) to the conditions stated below.
- 1.2. Each Party guarantees the other Party that it has the necessary legal capacity, as well as all the rights and powers necessary and sufficient for the conclusion and execution of the Agreement in accordance with its terms.
- 1.3. The text of the public offer (contract) can be find on the reception in the administrative building of the Complex, as well as on the official website of the Complex <http://www.selfish.ua> and it is obligatory offered for familiarization to the User until the moment of acceptance by him (acceptance) of the Public offer (contract).
- 1.4. The User agrees to inform third parties of the information that arises in connection with the implementation of this Public Offer (contract) and the receipt by the User of services from the Complex.

2. Subject of the contract

- 2.1. Under this agreement, the Contractor undertakes to provide the Customer with the temporary accommodation (accommodation) in the complex's rooms and other additional services, in accordance with the price lists (price lists are placed in the reception and accommodation service, in the Directories available in each room, and on the website: <http://www.selfish.ua>) and the Customer undertakes to accept and pay for the Services provided in the manner and on the terms and conditions defined by this agreement.
- 2.2. Services are provided on the territory of the recreation complex « Selfish Club », which is located at 08354, Kiev region, Borispolsky district, Kyiliv, 21 Naberezhnaya street (hereinafter referred to as the Complex).

- 2.3. The subject of this Agreement is the reservation and sale of accommodation services to the Customer for a fee by providing a room for temporary residence in a specially equipped living room (room) in accordance with a registration card, which is issued upon check-in.

3. The procedure for concluding a contract

- 3.1. The contract is concluded between the Contractor and the Customer in the form of an accession agreement (Article 634 of the Civil Code of Ukraine), i.e. by acceptance (acceptance) by the Customer of the terms of this agreement as a whole, without any conditions, exceptions (Article 642 of the Civil Code of Ukraine).
- 3.2. This agreement is concluded by acceptance of this public offer, containing all the essential terms of the Agreement, without signing by the parties. The contract has legal force and is equivalent to a contract signed by the parties. The contract is considered concluded and becomes effective from the moment of acceptance of the offer.
- 3.3. The fact of acceptance (acceptance) the terms of this contract is the payment by the Customer ordered services of temporary residence in the recreational complex «Selfish Club» via reception (reception) or by bank transfer on the basis of prescription bills or credit card (article 205 of the Civil Code of Ukraine).
- 3.3. Acceptance of the Public Offer means complete and unconditional acceptance by the Customer of all the terms of the contract without any exceptions and / or restrictions and is equated in accordance with Part 2 of Art. 642 of the Civil Code of Ukraine for the conclusion by the Parties of a bilateral written agreement on the conditions set forth in this public offer.
- 3.4. The conclusion of the contract means that the Customer :
- I have fully read and agree with the rules of living in the Complex;
 - Recognizes the unconditional suitability of the premises of the Complex to meet the needs described in this agreement;
 - Accepts all the terms of this contract without comment or objection.
- 3.5. The customer undertakes to independently enter (inform) upon registration to receive the services of the Complex reliable personal data and information that is relevant to reality.
- 3.6. The term for acceptance of this public offer is unlimited.

4. The procedure for placement

- 4.1. Services of the Contractor, including additional, available to the Customer for a fee in accordance with the contract conditions and tariffs / prices specified in menus, price lists, other informational documentation or on the website <http://www.selfish.ua>. Tariffs / prices for services and their list are determined and changed solely by the sole decision of the Contractor.
- 4.2. The right to receive / use services of the Contractor given after the implementation of fees for related services, according to tariffs / prices.
- 4.3. The Contractor has the right to apply free prices and a system of discounts on services for temporary placement (accommodation).
- 4.4. Payment for the Contractor's services is made in cash, by bank cards Visa, Mastercard or by bank transfer.
- 4.5. Check-in time in the Complex starts from 14:00 Kyiv time.
- 4.6. At the end of the paid period of residence, the Customer is obliged to leave the room and free it from personal belongings and baggage no later than 12:00 Kyiv time (check-out time) of the last paid day of residence or to pay for the extension of the period of residence in the room if there is no reservation and the specified room is reserved by third parties.

- 4.7. Early arrival and late departure is additional service that is paid based on selected room categories according to the prices specified in paragraph tariffs, prices, other informational documentation of the Complex and / or on website <http://www.selfish.ua>.

5. The procedure for registration of accommodation

- 5.1. Placing the Customer at the Complex is carried out on preliminarily fee basis, that is, when you make 100% payment of the temporary accommodation of the agreed with a reception (reception) during and after the registration of the Guest Documents on accommodation by filling the registration card.

Contract on the provision of basic hotel services is considered to be concluded after the registration of the Guest Documents on accommodation by filling the registration card.

- 5.2. The registration card established by the Contractor is filled out upon presentation of a passport or other identification document (passport of a citizen of Ukraine, passport of a citizen of Ukraine for traveling abroad, diplomatic or service passport, identity card of a sailor, residence permit of a person who lives in Ukraine but is not a citizen of Ukraine, a national passport of a foreigner or a document that replaces him, and a visa to stay in Ukraine (unless otherwise provided by the existing bilateral agreements), birth certificate of minors under 16 years of age, driver's license, for the military – a personal certificate or military ticket, certificate issued at the place of work of the consumer, etc.).

In the absence of the above documents, the Customer recognizes the manager of the reception and placement service the right to refuse to provide temporary accommodation services in the Complex.

- 5.3. It is forbidden to seize passports or documents replacing them on bail from citizens who accommodate in the Complex.
- 5.4. Reservation is carried out in the manner specified in the Booking Rules, which are an integral part of this Agreement, which can be found in the reception and accommodation service, in the Directories available in each room, and on the website www.selfish.ua

6. Force Majeure

- 6.1. In case of force majeure circumstances: war, flood, earthquakes, fires, strikes, epidemics, changes in legislation, etc., the parties are partially or fully exempted from fulfilling obligations under this agreement.
- 6.2. The party for which the impossibility of fulfilling the obligations assumed due to force majeure circumstances has been created is obliged to notify the other Party in writing about the time of occurrence and termination of these circumstances.
- 6.3. Force majeure must be confirmed by the appropriate competent authority.

7. Accommodation for children

- 7.1. For accommodation in a room children up to 5 years old inclusive, in addition to the established number of residents for the corresponding category of room, payment for services for temporary accommodation is not charged.
- 7.2. Children and / or minors under the age of 18 can be provided with accommodation services in the Complex exclusively with adults: parents, legal representatives, relatives, etc. (hereinafter – accompanying adults).
- 7.3. The Complex does not allow co-residence in the same room for persons under 18 years of age with persons over 18 years of age, except when such persons are relatives, confirmation of which the

guest must provide at the first request of the reception and accommodation service (reception) or in the presence of notarization of written consent of the mother, father, guardian or guardianship authority.

8. The services of the Complex

- 8.1. The complex provides the basic services included in the room rate and additional services provided for a fee.
- 8.2. The main services that are included in the price of a room include: providing a room for living; housekeeping; a tea set; providing access to the Internet via wireless WI-FI; television services; «alarm clock» service at a specific time; delivery upon prior request of additional personal hygiene products in the room; calling an ambulance, calling a taxi, using a medical kit.
- 8.3. Tourist tax is not included in the room rate and is paid separately, except for groups of persons who are exempt from paying it.

A prerequisite for exemption from payment of tourist tax is the presence of an order for a business trip at the guest upon arrival and / or providing his scan at the time of booking. In order for the tourist fee not to be included in the bill when booking by bank transfer, it is necessary that, along with the reservation request, a copy of the order for the business trip be sent to the reservation department. Otherwise, the tourist fee will be included in the bill.

- 8.4. Other additional services are provided at the tariffs / prices indicated in the price lists, menus, price tags, prices, other hotel information documentation and / or on the website <http://www.selfish.ua>.
- 8.5. A full list of additional services and a price list for the cost of these services are available in the Complex reception and accommodation service, in the Directory in each room, as well as on the official website.

9. Rights and obligations of the Customer

- 9.1. Customers are entitled to:
 - use accommodation services and additional services in the manner specified in this Public offer and in the rules of residence, other documents of the Complex;
 - receive complete and reliable information about the rules of residence on the territory of the Complex, the list and cost of basic and additional services;
 - contact the employees of the Complex on the quality of services for temporary accommodation, leave complaints, feedback and suggestions in the complaints and suggestions book, which is located in the reception and accommodation (reception) service.
- 9.2. Service Customers are required to:
 - unconditionally adhere to the terms and conditions of this Public Offer;
 - respect the rights of other guests of the Complex;
 - observe the time of silence from 22.00. until 08.00 hours. according to Kiev time;
 - adhere to the moral and ethical norms, not abusing alcoholic beverages, follow the rules of smoking tobacco products in the complex, do not use profanity in public areas of the Complex;
 - comply with the internal rules of the visit and stay on the territory of recreation complex «Selfish Club» called Directory of rules and use the hotel facilities infrastructure, regulation of access to them, as well as other rules and conditions established by the Contractor, which are available at the reception and / or on the website of the Complex;

- protect the property of the Complex. Damage or destruction of equipment, interior items, parts of the premises, utilities, life support systems, as well as all other items located directly in the room or on the territory of the Complex, are compensated by the person who caused the damage in the amount of the market value of the damaged item / element in accordance with the Price List tariffs for damages approved by the Contractor. Price absence in the price list rates for reparations price / tariff for an item, the item or object the size of damages approved by a commission consists of an administrator, employee reception and any other employee of the Complex under the conditions of transparency and market value of the lost or damaged property;
 - comply with the rules of fire safety and rational (economical) use of electrical appliances and equipment of the Complex;
 - close the water taps, windows, turn off the lights and electrical appliances (including air conditioners) when leaving the room for more than 5 minutes.
- 9.3. A customer who has paid for a service / package of services bears full financial responsibility for the behavior of guests, guests and their compliance with the above obligations.

10. Rights and obligations of the Contractor

10.1. The Contractor is obliged:

- timely, efficiently and in full to provide the Customer with paid services;
- inform the Customer about the services provided on the territory of the Complex, the form and procedure for their payment;
- to ensure full compliance services to the complex sanitary-epidemiological rules and regulations;
- promptly respond to requests from customers regarding the provision of services for temporary accommodation, taking measures to eliminate breakdowns and accidents in the rooms of the Complex as soon as possible (if it is impossible to eliminate the accident or breakdown in the room, another category room not lower than that agreed in day of entry) ;
- be responsible for the completeness and serviceability of the equipment in the rooms, as well as for the quality of the preparation of the room for check-in;

10.2. The Contractor is not responsible:

- for deficiencies in the services provided, if he proves that they arose due to the fault of the guest himself or as a result of force majeure.
- for the life, health and safety of Guests who ordered services on the territory of the Complex, but use them outside the territory of the Complex (walking and cycling, picking mushrooms, organizing paintball, etc.).
- for harm caused to the life, health and property of the Guests during their stay on the territory of the Complex or when providing services that occurred as a result of violation by the Guest of these Rules and / or other rules of the Complex.
- for accidents and / or damage, and / or other injuries sustained by the Guests as a result of their own reckless or irresponsible behavior, failure to comply with the established safety rules and the rules for using the equipment of the Complex provided for by these Rules.
- for the life and health of minor children left unattended by their parents or legal representatives.
- for unlawful actions of other vacationers and third parties, for accidents and injuries that occurred through the fault of these persons.
- for material damage or losses incurred by the Guest resulting from the improper use by him (the guest) of equipment, interior items, parts of the premises, utilities, life support systems, as well as all other items located on the territory of Selfish Club.
- for the guest's state of health, including injuries, injuries sustained during outdoor activities due to chronic diseases, diseases of the musculoskeletal system, cardiovascular system, etc.

- 10.3. The customer bears responsibility for valuables and documents not left in the safe, as well as any things left unattended.
- 10.4. For safety left on the territory of the Complex of vehicles, as well as the things left in the car, are responsible owners of these vehicles.
- 10.3. The Contractor has the right:
- enter the Customer's room for cleaning, changing linen, checking water supply systems, air conditioning or eliminating deficiencies in their functioning, as well as in case of violation by the latter of the provisions of this Public Offer;
 - in case of the end (coincidence) agreed upon with the reception and the 100% paid period of the Customer's residence in the Complex and / or the absence of the Customer at the place of temporary residence for more than 2 hours without payment, independently release the room from the personal belongings of the user, making up an inventory of the property, what the customer left;
 - ahead of schedule, without returning the funds paid by the Users for temporary residence, terminate this agreement, with the simultaneous forced eviction from the territory of the Complex in case of:
 - staying in a state of severe alcohol and / or narcotic and / or toxic intoxication or under the influence of psychotropic substances, if such a condition can lead to negative consequences for others;
 - Systematic (2 or more) smoking in the rooms as well as on-site and complex, except for specially designated areas;
 - storage or bringing of weapons, without coordination with the administration of the Complex and without proper permits;
 - bringing explosive and flammable, caustic, poisonous, narcotic, drugs and other objects and substances dangerous to life and health;
 - secretly bring animals and / or birds to the territory of the Complex;
 - violation of public rules;
 - a violation of internal rules of visit and stay on the territory of recreation complex Selfish Club, Directory, rules for use of hotel infrastructure facilities, regulation of access to them, as well as other rules and conditions established by the Contractor;
 - violation of the provisions of this Public Offer;
 - systematic (2 or more) complaints of other guests of the Complex regarding violation of their rights and freedoms.

11. On the territory of the Complex is prohibited

- invite and spend in the rooms of unauthorized persons;
- transfer to third parties the key (card, bracelet, etc.) from the room;
- store overall things and objects in the room, except for suitcases, (boxes, boxes larger than 100x100x100 cm., Bicycles, scooters, mopeds, etc.);
- move furniture and move home decoration;
- smoking in rooms and other places not intended for smoking;
- disturb the peace of other hotel guests after 22:00 hours (during holidays after 2:00 hours), creating noise;
- to store or bring weapons, explosive and flammable, caustic, poisonous, poisonous, narcotic, drugs and other dangerous objects. Users who have the right to carry and store weapons are required to inform the reception on the day of arrival, presenting the relevant permits;

- take out the dishes and cutlery from the rooms and outside the food establishments;
- take food and drinks outside the food establishments;
- consume food and drinks in the room (except those located at the initiative of the Contractor in the minibar);
- knowingly pollute the hotel grounds with cigarette butts, rubbish, etc.;
- throw from the balconies or windows any objects and things;
- use your own irons, electric heaters, boilers, kettles, etc., which are not included in the room package.

12. Settlement of disputes

- 12.1. Disputes, disputes or disagreements arising from this Agreement shall be settled first in pre-trial procedure (GIC of Ukraine, GIC of Ukraine). Only if the disputed issues between the Parties are not resolved in pre-trial procedure, the Parties may apply to the court.

13. Policy in respect of domestic animals

- 13.1. The presence of any animals on the territory of the Complex is strictly prohibited. For violation of this rule, a fine of 5,000 hryvnias is imposed for each case that the Customer agrees to pay. In case of repeated violation of the rule prohibiting the stay of any animals in the territory of the Complex, the administration has the right to evict the Guest without any compensation from the Complex.
- 13.2. An exception to clause 13.1 is the placement of dogs in the mini-hotel for dogs of the Complex, specially equipped for this purpose. Terms of use of mini-hotel services for dogs and finding a pet in it regulated by internal rules visit and stay on the territory of recreation complex Selfish Club.

14. Privacy Policy/ Personal Data Processing

- 14.1. The Contractor adheres to the rules of confidentiality. According to the Law of Ukraine «On the Protection of Personal Data», the Contractor is the owner of the personal data base. By signing the registration card Customer provides its unambiguous consent / permission to: processing the Contractor of his personal data (any information about the Customer, or information relating to the Customer, including, but not limited to the names of information, proper name, patronymic, passport data, registration number and the account of the taxpayer card, date, place of birth, citizenship, residence address, registration address, arrival and departure dates, etc. (hereinafter – the «Personal information») for the purpose of:
- 1) conclusion, amendment, termination of agreements, fulfillment of agreements, as well as for the implementation of actions related to the conclusion, amendment, termination and / or execution of agreements, including through direct contacts with the subject of personal data using communication means;
 - 2) the provision by third parties (any persons with whom the Contractor is in a contractual relationship) for the performance of their functions and / or for the performance of contracts concluded by the Contractor ;
 - 3) protection by the Contractor of its rights and interests;
 - 4) transmission (distribution), incl. cross-border, by the Contractor of personal data to third parties, changing, destroying personal data or restricting access to them, including personal data in the personal data database without the need to provide the personal data subject with a written notice on the implementation of these actions.

- 14.2. Customer provides tons of consent to the processing of personal data for a period which is necessary for the purpose of processing personal data provided by this Agreement, but in any case until the termination of the activities of the Contractor and / or his successor.
- 14.3. By signing the registration card Customer confirming a fact and informed it / them on the inclusion of personal data in the database of personal data of the Complex, including that he was informed of his rights, the Law of Ukraine «On Protection of Personal Data» from June 1, 2010 № 2297-VI, with changes and additions, the purpose of processing and collecting personal data.
- 14.4. Customer's personal data can be used to reserve rooms. Customer's personal data can also be used to improve the quality of the services provided by the Complex and conduct marketing research. Information may be provided to third parties in exceptional cases provided for by the current legislation of Ukraine.
- 14.5. When accepting this agreement, the Customer and his entourage agree to the processing, storage and use by the Contractor of their personal data and confirm familiarization with the privacy policy www.selfish.ua

1.5. Validity of the Offer

- 15.1. This Public Offer comes into force from the moment of its posting on the Contractor's Website and is valid until its revocation by the Contractor.
- 15.2. The Contractor has the right at any time to amend the terms of the Offer and / or withdraw the Offer at any time at its discretion. If the Contractor makes changes to the Offer, such changes shall enter into force from the moment the amended text of the Offer is posted on the Contractor's website, unless a different date for the entry into force of the changes is specified directly in the text of the amended Offer.

16. Termination of the Agreement

- 16.1. This Agreement shall expire:
 - 16.1.1. By agreement of the parties;
 - 16.1.2. If the fulfillment by the Party of the Agreement of its obligations is impossible in connection with the adoption of regulatory acts that have changed the conditions established by this Agreement, and any of the Parties does not agree to amend the Agreement.
 - 16.1.3. In other cases provided for by this Agreement and the current legislation of Ukraine.

17. Final points

- 17.1. The parties have established that any disputes and claims will be resolved by the parties through negotiations.
- 17.2. The parties are aware that the services are provided by the Contractor, which is registered and acts under the laws of Ukraine, whose place of residence is also registered in Ukraine.
- 17.3. By accepting this Offer, the user agrees that all disputes related to this agreement will be considered in accordance with the laws of Ukraine without regard to the rules of conflict of laws. The user also agrees that all such disputes are the exclusive competence of the courts of Ukraine.
- 17.4. The headings used in the articles and paragraphs of this Offer are used only for links and ease of use of the text. These headings cannot be considered as determining, limiting or changing, or affecting the meaning and meaning of the terms of this Offer or any part thereof.
- 17.5. If any of the provisions of this Offer is declared invalid, then the validity of its remaining provisions will not be lost from this.

17.6. In all cases not provided for by this Offer, the Parties are guided by the current legislation of Ukraine.

18. Details of the Contractor

Исполнитель:

Дьяконов Игорь Валерьевич

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адрес регистрации: г. Киев, пр. Героев Сталинграда, 12, кв.15