

## **PUBLIC OFFER (CONTRACT)**

### **For the provision of booking and accommodation services.**

We invite you to familiarize yourself with the terms of this Public Offer (Contract) for the provision of temporary accommodation services. If you do not agree with any of the points or do not understand any of them, we recommend contacting the Hotel reception staff for additional clarification.

The services are provided by the hotel complex "SKY LOFT HOTEL by RIXWELL", located at: 01001, 17 Esplanadna St., Kyiv (hereinafter – the 'Hotel').

Acceptance (conclusion) of the contract means that the Customer/Guest has fully read the Public Offer and agrees with the Hotel's accommodation rules, recognizes the unconditional suitability of the Hotel premises to meet the needs described in this contract, accepts all its terms without remarks or objections, and guarantees compliance with these rules by themselves and by the persons accompanying them.

### **1. TERMS AND DEFINITIONS**

1.1. Public Offer – the Hotel's proposal, addressed to any natural and/or legal person in accordance with Article 641 of the Civil Code of Ukraine, to conclude a contract contained in the public offer.

1.2. Public Contract – an agreement on the provision of online booking of hotel services provided by the Contractor under the terms of this Public Offer from the moment of its acceptance by the User (hereinafter – the Contract).

1.3. Acceptance – full and unconditional acceptance by the User of the terms of the Public Offer by paying for the ordered services, which indicates the User's acceptance of the public offer.

1.4. User/Client/Consumer – a natural person over 18 years old with full civil capacity who orders, uses, or intends to purchase services for personal needs.

1.5. Customer – a natural or legal person, including a travel agency, which orders services for themselves or third parties and concludes a contract for hotel services on behalf of and for the benefit of the Consumer, making payment under this contract.

1.6. Group of Clients/Guests – at least 10 persons arriving and departing from the Hotel simultaneously (within one settlement day).

1.7. Contractor – LLC "SOLELAT PALACE", which provides services in the hotel complex "SKY LOFT HOTEL by RIXWELL" at 17 Esplanadna St., Kyiv, or another authorized legal entity, sole proprietor, or individual.

1.8. Hotel Service – the Hotel’s activity of accommodating the Consumer by providing a room (place) for temporary residence in a specially furnished room (unit) according to the booking order, as well as other activities related to accommodation. Hotel services consist of main and additional services and event organization services.

1.9. Main Service – the scope of services included in the room price (accommodation, meals, etc.) provided under the concluded contract.

1.10. Additional Service – services not included in the main services of the Hotel, ordered and paid for separately (meals, SPA, minibar, transportation, pets, early/late check-in or checkout, extra bed, etc.). Additional services are not included in the room price and are provided/paid upon written confirmation by the Customer/Client, either prepaid or paid locally in cash/credit card according to current tariffs.

1.12. Website – web resource at: <https://skylofthotel.choiceqr.com>.

1.13. Account – a set of User data required for authentication.

1.16. Booking – the process of ordering main or additional hotel services by the Customer/Group of Clients for their use as specified in this Contract.

1.17. Booking Confirmation – the Hotel’s consent to provide the requested services according to the booking request.

1.18. Booking Request – an official submission by the Customer/Group containing the request for hotel services.

1.19. Guaranteed Booking – booking confirmed by advance payment.

1.20. Refusal of Booking – Hotel’s refusal to book services within the contractual period.

1.21. Cancellation – Customer’s refusal of booked services (timely cancellation, late cancellation, no-show). In case of late cancellation or no-show, the Hotel charges a penalty according to the contract terms.

1.29. Internal Rules – rules developed by the Hotel governing the relations between Customer/Guest and Hotel in all matters not defined by this Contract.

1.30. Penalties – fines payable by a party in case of violation of contractual or legal obligations.

## **2. GENERAL PROVISIONS**

2.1. This Contract sets the terms under Article 641 of the Civil Code of Ukraine and is the official Public Offer addressed to Users/Clients/Customers/Consumers/Guests to conclude a contract for accommodation services (providing a room/place for temporary stay).

2.2. Hereinafter, the Hotel and Consumer together are the 'Parties,' and each individually – a 'Party.'

2.3. Each Party guarantees that it has all the rights and authority to conclude and perform this Contract.

2.4. All terms of this Contract are binding on the Parties.

2.5. If the Consumer disagrees, they may choose not to enter into the Contract. Acceptance confirms full awareness and agreement.

2.6. This Contract is concluded by the Consumer's consent to join in full, through acceptance of all terms, without signature. It has the same legal force as a signed written agreement under Article 633 of the Civil Code.

2.7. The Consumer agrees that the Hotel may share information with third parties in connection with service provision.

2.8. The Consumer undertakes to provide truthful personal information during registration.

### **3. SUBJECT OF THE CONTRACT**

3.1. The subject of this Contract is the provision by the Hotel to the Customer/Guest of accommodation services for a fee, by providing a room (place) for temporary residence at the Hotel's location, according to the booking order. In addition to accommodation, the Hotel may provide additional paid services in accordance with tariffs/prices specified in the Hotel's information materials and/or on the website <https://skylofthotel.choiceqr.com>.

### **4. ACCEPTANCE OF THE OFFER**

4.1. Full and unconditional acceptance of this Public Offer is confirmed by payment by the Consumer for the ordered hotel services.

4.2. The Contract is considered concluded without signature from the moment of payment by the Consumer and the funds being credited to the Contractor's account (Article 642 of the Civil Code of Ukraine).

4.3. The Consumer agrees to comply with the terms of the Contract and to receive services under the Hotel's conditions from the moment of payment.

4.4. By concluding this Contract, the Consumer automatically agrees with all provisions and Hotel rules published on the website and at the reception.

4.5. The term of acceptance is unlimited.

### **5. TERM OF THE CONTRACT**

5.1. After the paid period of stay expires, the Consumer must vacate the room by 12:00 local time on the last paid day or pay for an extension if available.

5.2. Extension of stay is possible only if rooms are available and must be paid in full at 100% of the accommodation cost.

## **6. BOOKING AND ACCOMMODATION PROCEDURE**

- 6.1. Accommodation is provided only after prepayment, presentation of identification documents, and completion of the registration card at the reception. Without these, the Hotel staff may refuse service.
- 6.2. Booking of rooms is made by the Customer's full consent with this Contract.
- 6.3. A room is considered booked once the Customer receives confirmation by email from the Contractor.
- 6.4. After confirmation, the Customer must pay 100% of the accommodation cost. Without prepayment, the booking is invalid.
- 6.5. Booking is guaranteed only after 100% advance payment to the Contractor's account.
- 6.6. Payments made for booking are non-refundable in case of cancellation or no-show.
- 6.7. The Customer pays all commission and transfer fees.
- 6.8. Extensions or walk-in stays are possible if rooms are available and must be paid locally.
- 6.9. Tourist tax is paid separately upon check-in.
- 6.10. Payment obligations are fulfilled once funds are credited to the Contractor's account.

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

- 7.1. Hotel services, including additional ones, are provided to the Consumer on a paid basis in accordance with this Contract and the tariffs/prices posted on the website and at the reception. Prices are set and changed solely at the Hotel's discretion.
- 7.2. The Hotel has the right to apply flexible pricing and discount systems for all services, except those regulated by the state.
- 7.3. The Hotel has a discount system for corporate and regular clients, determined separately by the administration.
- 7.4. The cost of services is determined by the Hotel based on the booking order, including room category, number of rooms, extra beds, etc.
- 7.5. The right to use Hotel services is granted only after payment has been made.
- 7.6. Payments under this Contract are made exclusively in the national currency of Ukraine.
- 7.7. Payments are made via the online payment service LiqPay, using a link generated by the Bank's server.
- 7.8. After payment, a confirmation page with relevant information is displayed.

7.9. Payment through LiqPay (card, Privat24, self-service terminal) must be made no later than the unified settlement hour established by the Hotel.

## **8. RIGHTS AND OBLIGATIONS OF THE PARTIES**

8.1. The Customer has the right:

8.1.1. To make early payments at their own initiative.

8.1.2. To refuse Hotel services without refund of the advance payment.

8.1.3. To demand proper quality of services and fulfillment of Contract terms.

8.2. The Customer must:

8.2.1. Comply with this Contract.

8.2.2. Read and follow the Hotel Rules published on the website <https://skylofthotel.choiceqr.com> and/or available at the Hotel. In case of violation, the Hotel may refuse services without refund.

8.2.3. Pay for booked services on time.

8.2.4. Not demand refunds of prepaid services under non-refundable tariffs or in case of no-show.

8.2.5. Compensate the Contractor for damages according to issued invoices and damage reports.

8.3. The Contractor must:

8.3.1. Provide quality services in accordance with the Rules and Ukrainian law.

8.3.2. Inform the Customer about available services and payment methods.

8.3.3. Fulfill the booking order as requested.

8.3.4. Ensure completeness and proper condition of equipment and preparation of rooms.

8.4. The Contractor has the right:

8.4.1. At its discretion, accommodate the Guest in another room of the same or higher category.

8.4.2. In case of damage to property, charge the Customer full compensation according to the Hotel's price list.

8.4.3. Refuse accommodation or terminate the Contract (evict) in case of violations of this Contract or the Hotel Rules.

## **9. LIABILITY OF THE PARTIES**

9.1. The Parties are liable under Ukrainian law for non-fulfillment or improper fulfillment of their obligations.

9.2. The Parties are not liable if the breach occurred through no fault of their own.

9.3. A Party is not guilty if it proves that it took all necessary measures to fulfill its obligations.

9.4. The Contractor/Hotel is liable only for providing services under this Contract.

9.5. The Contractor/Hotel is not responsible for internet quality, software failures, or power outages.

9.6. The Hotel is not responsible for money, belongings, or valuables left in rooms or lost on Hotel premises.

9.7. Shortening the period of stay after check-in is not allowed. In case of early departure, regardless of reason, full payment for the confirmed booking is non-refundable and considered a penalty.

9.8. Reducing the number of booked services without penalties is determined individually at the booking confirmation stage.

9.9. In case of significant material damage, an official Act must be drawn up. The Customer/Guest must also compensate downtime during repairs or replacement.

## **10. FORCE MAJEURE**

10.1. The Parties are released from liability if non-fulfillment is due to force majeure beyond their control. The affected Party must notify the other within 5 working days.

10.2. Force majeure must be confirmed by documents issued by the Chamber of Commerce and Industry of Ukraine.

10.3. Contract obligations are extended for the duration of force majeure. If it lasts more than 3 months, either Party may terminate the Contract regarding unfulfilled obligations.

## **11. DISPUTE RESOLUTION**

11.1. All disputes are settled through negotiations. If unresolved, they are subject to court proceedings under Ukrainian law.

11.2. Any claims must be submitted via email to [info.slh@rixwell.com](mailto:info.slh@rixwell.com).

11.3. The Contractor/Hotel will respond to claims as possible.

11.4. Anonymous claims or those impossible to identify are not considered.

## **12. TERMINATION OF THE CONTRACT**

12.1. In case of no-show on the arrival date, the Hotel may charge a penalty equal to 100% of one night's stay.

12.2. The Hotel may terminate the Contract (evict) if the Customer/Guest:

- violates this Contract;
- violates Hotel Rules;
- violates public order.

12.3. In such cases, payments are non-refundable.

12.4. After departure, claims and complaints are not considered.

## **13. AMENDMENTS TO THE CONTRACT**

13.1. The Hotel independently determines and may change the terms of this Contract, publishing updates on the website and at reception. Prepaid services remain unchanged.

13.2. The Hotel guarantees that the version on the website is valid.

## **14. FINAL PROVISIONS**

14.1. This Contract is public under Articles 633, 641 of the Civil Code of Ukraine and is identical for all Parties. Acceptance is full and unconditional.

14.2. By accepting, the Customer/Guest consents to the collection and processing of personal data as required by law for service provision.

14.3. This Contract and all relations are governed by Ukrainian law.

14.4. If any provision is found invalid, the rest remain in force.

14.5. This Contract is concluded for an indefinite term and applies to all Customers/Guests registered on the Website from the moment of registration.