

24.06.2024

RULES OF ACCOMMODATION

1. GENERAL PROVISIONS

1.1. The rules of accommodation at the hostel "Urban" and the accommodation facility "Urban Rooms" (hereinafter referred to as the Rules) regulate the relationship between the contractor and the consumer in the provision of temporary accommodation services, and also establish the rules of accommodation at the hostel "Urban" and the accommodation facility "Urban Rooms", designed to inform the guest and the hostel administration about their mutual rights and obligations, and have been developed in accordance with the following regulatory legal acts and documents:

The Law of the Republic of Belarus dated 09.01.2002 No. 90-Z "On Consumer Rights Protection";

The Law of the Republic of Belarus dated 04.01.2010 No. 105-Z "On the legal status of foreign citizens and stateless persons in the Republic of Belarus";

The rules of hotel service in the Republic of Belarus, approved by the Resolution of the Council of Ministers of the Republic of Belarus dated 07.04.2006 No. 471;

Rules of accommodation in Hotels of the Republic of Belarus, approved by Resolution No. 23 of the Ministry of Housing and Communal Services of the Republic of Belarus dated 05/17/2006;

Rules of stay of foreign citizens and stateless persons in the Republic of Belarus, approved by Resolution of the Council of Ministers of the Republic of Belarus dated 20.01.2006 No. 73;

International Hotel Rules (approved by the Council of the International Hotel Association on 02.11.1981.);

The State standard of the Republic of Belarus STB 2577-2020 "Tourist accommodation facilities. General requirements".

1.2. The following terms are used in the Rules (apply exclusively to the Rules):

1.2.1. guaranteed booking – a booking confirmed by one of the following methods: advance payment; bank card (Online acquiring); letter of guarantee (for non-cash payment). In case of no-show of the guest, the guaranteed reservation remains until 07:00 hours of the day following the date of the expected arrival.;

1.2.2. hotel service – services provided by the contractor for the provision of rooms (places in rooms) for temporary residence of individuals, as well as additional services;

1.2.3. guest is a consumer who is an individual using the contractor's services.;

1.2.4. public offer agreement – an agreement concluded between the customer and the contractor for the provision of hotel services, which is a public agreement. Publication (posting) of the text of the public agreement on the website <https://urban.by> is a public offer addressed to an unlimited number of persons for the purpose of providing certain types of services defined by a public agreement in accordance with paragraph 2 of Article 407 of the Civil Code of the Republic of Belarus (hereinafter referred to as the offer agreement);

1.2.5. identity documents:

1.2.5.1. for citizens of the Republic of Belarus:

passport of a citizen of the Republic of Belarus;

identification card of a citizen of the Republic of Belarus;

birth certificate is for citizens who have not reached the age of fourteen and do not have other identity documents.;

1.2.5.2. for foreign citizens and stateless persons permanently residing in the territory of the Republic of Belarus:

residence permit in the Republic of Belarus;

biometric residence permit for a foreign citizen in the Republic of Belarus;

a biometric residence permit for a stateless person in the Republic of Belarus.

1.2.5.3. for foreign citizens and stateless persons temporarily staying in the territory of the Republic of Belarus:

a document for traveling abroad (a valid passport or other document replacing it, intended for traveling abroad and issued by the relevant authority of the State of nationality or the usual place of residence of the foreigner or an international organization);

1.2.5.4. for refugees in the territory of the Republic of Belarus:

refugee certificate;

1.2.6. extra bed – a sleeping place consisting of an armchair-bed, sofa-bed, folding bed, and installed in rooms in addition to the main one;

1.2.7. additional services – catering, communication, household, sports, tourist and other services provided by the contractor on a paid and (or) gratuitous basis in accordance with the legislation; 1.2.8. contractor – LLC "Own Atmosphere" – a legal entity (location: 220002, Minsk, Architect Zaborskogo str., 3), providing hotel services;

1.2.9. Non-guaranteed reservation is a reservation that expires at 20:00 on the day of arrival (unless another time is specified in the contract or confirmed booking request), after which the contractor has the right to cancel the reservation and put the room up for sale.;

1.2.10. OTA (online travel agency) – travel agencies that provide their services via the Internet;

1.2.11. open/BAR tariff – a tariff that is calculated based on the "basic" tariff with discounts, based on seasonal indicators, market conditions, and which is available to any guest for sale through the booking department of the reception and accommodation service, the contractor's website, OTA, at the reception desk of the Urban Hostel (at the reception);

1.2.12. basic rate – the approved maximum daily rate for each room category in the hostel "Urban" or the accommodation facility "Urban Rooms";

1.2.13. consumer – a legal entity or individual who orders and/or uses the services;

1.2.14. a hostel is a property complex that meets the established requirements of technical regulatory legal acts, in which a temporary accommodation service is provided.

1.3. In order to inform guests, in a room intended for the registration of guests' accommodation, in a place convenient for viewing, the following information is posted in Russian or Belarusian:

information about the name (brand name), location and phone number of the contractor, the name of the hotel, the operating mode of the hotel;

a copy of the certificate of conformity, the certificate of assignment of the hotel of the appropriate category (if available);

The rules of hotel service in the Republic of Belarus, approved by the Resolution of the Council of Ministers of the Republic of Belarus dated 07.04.2006 No. 471;

These Rules;

extracts from a technical regulatory legal act that establishes requirements for the material and technical equipment, provision of services, and level of service in a hotel according to its assigned category;

list of services;

price list for services;

information about the form and procedure of payment for services;
information about the storage of consumer's belongings;

information about the operation of the shopping facility located in the hostel "Urban";

information about the tourist potential of the Republic of Belarus (booklets, brochures, prospectuses);

a book of comments and suggestions.

If necessary, the information can be communicated to the consumer in written or oral form in English or another language.

1.4. Services provided on a paid basis are provided by the contractor only with the consent of the guest.

1.5. The Rules are posted on the official website of the contractor (www.urban.by), contain all the terms of the offer agreement (or the indication where they are contained) and are applied as such until a separate text of the offer agreement is posted on the specified website.

1.6. The hostel "Urban" is located at the address: Minsk, Architect Zaborsky str., 3; the accommodation facility "Urban Rooms" is located at the address: Minsk, Osipenko str., 2, room 2H.

2. ROOM RESERVATIONS

2.1. Reservations of rooms (places in rooms) at the hostel "Urban" and the accommodation facility "Urban Rooms" are made around the clock by the staff of

the accommodation and reservation service, as well as by prior requests (postal, telephone, electronic communication, Internet booking, OTA booking).

2.2. Telephone reservations are made in real time time.

2.3. No booking fee is charged.

2.4. Requirements for requests for room reservations (places in rooms):

2.4.1. When booking by individuals, the following information about the guests is indicated in the application: last name, first name, patronymic (if any); country of citizenship; date and time of arrival and departure; room category and number of rooms (places in rooms); number of people staying in the room; contact phone number and email address.

2.4.2. Applications from legal entities and individual entrepreneurs are issued on letterhead (if available) indicating: the phone number and e-mail to which confirmation with the reservation number must be sent; the last name, first name and patronymic (if available) of the guest; the country of residence (nationality) of the guest; the date and time of arrival and departure; room category and number of rooms (places in the room); number of people staying in the room; rooms and dates of the contract with the contractor (if available); the payer and the form of payment for hotel services (for non-cash payment, the full details of the legal entity, including bank details, as well as signatures of the head and chief accountant, are required in the application); other additional information important for quality guest service.

2.5. The booking request is considered accepted after it has been assigned a registration number and confirmed by the person responsible for the booking by phone or e-mail. The booking results are reported in the same way as the application was submitted.

2.6. The booking period ends at 20:00 on the day of arrival, unless another time is specified in the contract or booking request.

2.7. When booking, the guest chooses the room category. The right to provide a specific room (room space) from the category chosen by the guest remains with the performer.

2.8. An extra bed, if available and if it can be installed in the room, can be booked in advance and paid additionally in accordance with the applicable rates.

2.9. In case of cancellation of the application less than 24 hours before the arrival of the guest with a guaranteed reservation, as well as in case of non-arrival of the guest with a guaranteed reservation within 24 hours or with a non-guaranteed reservation within 6 hours from 14:00 on the day announced by the arrival date (if there is an application for services that has not been canceled by the consumer and confirmed by the contractor hotel services), The contractor reserves the right to collect from the guest (consumer) a penalty (penalties) in the amount of 100% of the cost of one night's stay at the rate for each of the cancelled rooms and documented expenses for the additional services ordered (transfer, meals, etc.), unless otherwise provided by the offer agreement.

2.10. These Rules contain only excerpts from the Rules for booking rooms and (or) places in rooms at the hostel "Urban" and the accommodation facility "Urban Rooms".

3. THE ORDER OF REGISTRATION OF ACCOMMODATION

3.1. Registration of guests arriving at the hostel "Urban" and the accommodation facility "Urban Rooms" and departing from them is carried out around the clock.

3.2. The provision of services to the consumer (guest) is carried out on the basis of an offer agreement or a written agreement.

3.3. Check-in at the "Urban" Hostel and the "Urban Rooms" accommodation facility is subject to prior reservation or without reservation, subject to availability.

3.4. The offer agreement (that is, the registration of accommodation in the hostel "Urban" and the accommodation facility "Urban Rooms") is concluded upon presentation by the guest of an identity document, and in its absence – one of the following documents:

military ID;

a certificate confirming the identity of a citizen, issued in case of loss of an identity document by a citizen;

certificate of application for refugee status, additional protection or asylum in the Republic of Belarus;

certificate of registration of an application for refugee status, additional protection or asylum in the Republic of Belarus;

certificate of additional protection in the Republic of Belarus.

3.4.1. Registration at the Urban Hostel and/or the Urban Rooms accommodation facility for minors who have not acquired full legal capacity at the time of registration is permitted upon presentation of the minor's birth certificate or passport, as well as the following documents:

- if the minor lives together with his legal representatives: identification documents of the legal representatives who are with him and documents confirming the status of the legal representative of the minor;

- minors under the age of 14 can only be accommodated with legal representatives or accompanying persons who have a notarized power of attorney (permission);

- if a minor from 14 to 18 years of age lives without legal representatives: the written consent (permission) of one of the legal representatives, documents certifying the identity of the accompanying person, and documents certifying the authority of the accompanying person.

Registration in the Urban Hostel and/or the Urban Rooms accommodation facility for minors without legal representatives or accompanying persons is prohibited.

3.5. When a guest stays at the hostel "Urban", the administrator issues the guest a key (electronic or mechanical) to the room, a registration card, a fiscal document (after making the payment) and registers foreign citizens and stateless persons within the time limits set by the legislation of the Republic of Belarus.

When the guest stays in the Urban Rooms accommodation facility, after the guest registers in the booking system and checks in, the guest receives a message in the messenger with access codes (the validity period of the access code is equal to the duration of the stay) to the electronic locks installed in the accommodation

facility, as well as a registration card, a fiscal document (after making the payment). The administrator carries out registration of foreign citizens and stateless persons within the time limits determined by the legislation of the Republic of Belarus.

3.6. Upon expiration of the agreed period of stay, the guest vacates the room (room space). Persons wishing to extend their stay should inform the administrator no later than two hours before the end of their stay. The extension of the stay is subject to availability.

3.7. If it is not possible to extend the guest's stay in the same room or provide another room, as well as in case of expiration of the visa of the Republic of Belarus, the guest must vacate the occupied room no later than check-out time.

3.8. A guest checking in with a reservation confirmed by the contractor has a priority right of settlement over a guest wishing to extend their stay after the expiration of the agreed period of stay.

3.9. Accommodation in the hostel "Urban" or the accommodation facility "Urban Rooms" by prior request or by free check-in before check-out time is subject to availability of available and ready-to-move rooms (places in the room) at the discretion of the contractor.

3.10. The validity of the offer agreement regarding the length of stay ends at 11:00 on the day of the guest's departure, except in cases of late check-out, and in respect of payment – until the final payment for services rendered. Upon check-out, the guest must come to the reception desk, check the status of his personal account and, if there is any debt, pay it off, as well as return the room key.

If the guest wishes to check into the Urban Rooms accommodation facility, he must pay for the stay in full at the time of check-in due to the fact that the eviction from the accommodation facility is carried out remotely in the absence of the contractor and without the need to visit the reception desk.

4. SETTLEMENT REGIME AND PAYMENT PROCEDURE FOR ACCOMMODATION

4.1. Check-out time at the Urban Hostel is set at 11:00 local time on the day of departure, and check-in time is 14:00 on the day of arrival.

The check-out time at the Urban Rooms accommodation facility is set at 12:00 local time on the day of departure, and for check-in at 15:00 on the day of arrival.

4.2. Reserved rooms (room space) at the hostel "Urban" must be ready for guests to check in no later than 14:00 (unless otherwise specified in the application or contract), and the rooms of those leaving are vacated by 11:00 local time of the current day.

Booked rooms in the Urban Rooms accommodation facility must be ready for guests to settle no later than 15:00 (unless otherwise specified in the application or contract), and the rooms of those departing are vacated by 12:00 local time of the current day.

4.3. Payment for accommodation is charged at the current rate on the terms of advance payment: daily or in full for the entire period of stay.

4.4. For stays of no more than a day (no more than 24 hours), the room fee (room space) is charged for the full day.

4.5. Upon check-in before check-out time (during the time period from 07:00 to 14:00 for the Urban Hostel, during the time period from 07:00 to 15:00 for the Urban Rooms accommodation facility), an additional fee for early check-in is charged in the amount of the cost of half a day.

4.6. In case of a guest's delay in the room after check-out time (late check-out) for a period of:

– up to 7 hours – an additional payment is made in the amount of 50% of the total cost of the daily stay (for half a day),

- from 7 to 24 hours - an additional payment is made for the full day.

4.7. Special prices, promotional offers, and promotions for calculating the cost of early check-in and late check-out are not valid.

4.8. Before checking into the room, the guest must make a 100% prepayment for the entire stay.

4.9. Payment for accommodation and additional services may be made in cash – in the national currency of the Republic of Belarus – Belarusian rubles; by bank payment cards; by wire transfer; via Internet Acquiring and other methods provided for by the legislation of the Republic of Belarus.

4.10. There is no charge for children under the age of 8 years, provided they are accommodated with their parents (guardians) in an individual room without providing a separate place in the room. If it is necessary to provide an extra bed for a child of this age category, payment will be charged in accordance with the applicable rates (with the exception of providing a cot for children under 3 years old).

4.11. At the request of the guests staying in the rooms (determined by the administration), one additional bed may be provided and paid for in accordance with the approved rate (with the provision of an additional set of bed linen).

4.12. Children under the age of 14 may stay only with legal representatives or accompanying persons who have a notarized power of attorney.

4.13. In case of a guest's delay after check-out time for up to 7 hours in the room:

4.13.1. booked at the request of a company that does not have a contractual relationship with the contractor, or which the guest booked independently or which he checked into without prior reservation, an additional payment is made by the guest himself in the amount of 50% of the daily room rate according to the "Open/BAR" tariff in effect at the time of payment;

4.13.2. booked and paid by bank transfer at a discounted rate according to the terms of the contract with the contractor, in the absence of an application from the organization for an extension of the stay, the additional payment is made by the guest himself in the amount of 50% of the daily room rate at the "Open/BAR" tariff in effect at the time of payment;

4.13.3. booked at a discounted rate according to the terms of the agreement with the contractor and paid in accordance with the request by the guest independently at the reception, if there is an application from the organization for an

extension of the stay, an additional payment is made by the guest himself in the amount of 50% of the daily room rate at a discounted rate according to the terms of the agreement for the provision of accommodation services;

4.13.4. booked at a discounted rate according to the terms of the contract with the contractor and paid in accordance with the request by the guest independently at the reception, in the absence of an application for an extension of the stay, an additional payment is made by the guest himself in the amount of 50% of the daily room rate according to the "Open/BAR" tariff in effect at the time of payment.

4.14. In case of early termination of the offer agreement, under which advance payment for services was made, the contractor shall refund funds to the consumer who paid for this service in the amount of the cost of unclaimed services in accordance with the established procedure. If the guest leaves less than 24 hours before the end of the paid stay, no refund will be made.

4.15. If the guest changes the category of the room booked and paid for by wire transfer or cash at a discounted rate according to the terms of the offer agreement, in the direction of its increase (in the absence of a request from the company to change the room category), the additional payment is made by the guest himself in the amount of the difference between the discounted rate according to the terms of the offer agreement and the open/With an upward rate for the category number.

4.16. The contractor may have special tariffs (discounts) established by local regulatory legal acts.

5. THE ORDER OF ACCOMMODATION

5.1. Upon check-in, the guest is given a document confirming the stay - a registration card with payment information, a fiscal document (after making the payment) and a key (electronic or mechanical) to the room. Upon check-in at the Urban Rooms accommodation facility, access codes to electronic locks are sent to the messenger instead of the key.

5.2. The room key is issued by the administrator upon check-in. It is not allowed to transfer the room key (electronic or mechanical), as well as provide access codes to another person who does not live in this room.

5.3. The Guest is obliged to:

5.3.1. observe the Rules, rules and regulations of fire safety, rules of personal hygiene and sanitary standards;

5.3.2. take care of the contractor's property and equipment, keep it clean and tidy. In case of damage or loss of property (including the room key) and/or equipment, the guest (resident) reimburses the cost of the damage in the prices valid at the time of the stay according to the price list;

5.3.3. do not make noise and do not commit acts that violate the living conditions of other guests;

5.3.4. when leaving the room, turn off the lighting fixtures, the TV, close the water taps, windows, and the front door.;

5.3.5. after the expiration of the established period of stay, vacate the room (room space);

5.3.6. upon eviction, make a final payment for the services provided and hand over the occupied room (room space) to the maid, and the room key to the administrator (with the exception of the Urban Rooms accommodation facility, which is evicted remotely in the absence of the contractor and without the need to visit the reception desk);

5.3.7. do not physically and psychologically interfere with the work of the staff of the hostel "Urban" or the accommodation facilities "Urban Rooms";

5.3.8. behave politely and correctly towards other guests and employees, avoid insulting other guests and employees, including on racial, national and (or) religious grounds, and do not commit actions aimed at discrediting the contractor's business reputation in front of other persons.

5.4. The guest is prohibited from:

5.4.1. use an open flame, electric heaters;

5.4.2. drink alcoholic beverages and be intoxicated;

5.4.3. to smoke and allow invited persons to smoke in the rooms, as well as in places not intended for smoking (guests can get information about the location of places specially designated for smoking from the administrator). If signs of smoking are found in the room, the guest will be charged for deodorizing the room at the prices applicable at the time of the stay according to the price list, and the guest will also pay a fine of 50% of the cost of a daily stay in the room.;

5.4.4. turn on sound-producing equipment with a volume exceeding the audibility within the room;

5.4.5. store bulky items, weapons, drugs, toxic, flammable and explosive substances and materials in the room, other things prohibited or restricted in circulation, etc.;

5.4.6. keep insects, animals, birds and other representatives of fauna in the room;

5.4.7. leave invited persons in the room in their absence, as well as give them the room key and access codes.;

5.4.8. rearrange and remove furniture, bedding, towels from the room;

5.4.9. enter the office premises.

5.5. Unauthorized persons (i.e. non-residents) may stay in an individual room (i.e. a room where guests who are familiar with each other live) from 07:00 to 23:00 at the invitation of the guest staying in it, subject to notification by the administrator. The guests are responsible for the timely care of the guests and their compliance with the Rules. If the guest stays in the room after 23:00 hours, his stay must be arranged in accordance with the procedure established by these Rules with payment according to the current tariff. Unauthorized persons are not allowed in shared rooms (i.e. 4-bed, 6-bed, etc.).

5.6. In case of temporary departure, the guest is obliged to inform the administrator about this and make an advance payment for the period of absence (if it was not paid earlier), otherwise he loses the right to stay and is subject to eviction, and is also obliged to pay the contractor for the services actually provided by him until the moment of eviction.

5.7. If the guest leaves without notifying the administrator, but leaves his belongings in the room, the room is considered occupied by him until the end of the paid stay. At the end of the specified period, the items remaining in the room are activated in accordance with the established procedure and handed over to the storage room as forgotten.

5.8. The Contractor has the right to evict the guest before the end of the agreed period of stay in case of violation of these Rules by the guest.

5.9. Guests have the right to stay in the common areas of the Urban Hostel (that is, in the room of the accommodation service (reception), in the conference hall and the shopping facility) from 07:00 to 23:00.

5.10. Minor guests under the age of 12 have the right to stay in a shared room (i.e. 4-bed, 6-bed, etc.) only on condition that all places in the specified room are purchased by the legal representatives of the minor guest or the persons accompanying him.

6. GUEST SERVICE

6.1. The Contractor provides additional paid services to the guests upon their request according to the lists approved for the Urban Hostel and the Urban Rooms accommodation facility.

6.2. The following free services are provided to the guests:

6.2.1. storage and delivery of correspondence addressed to the guest upon its receipt;

6.2.2. calling a doctor for a sick person, and, if necessary, an ambulance;

6.2.3. wake up at a certain time at the request of the guest;

6.2.4. provision of hot water (boiling water), needles, threads.

6.3. The order of room cleaning by maids, the frequency of changing of bed linen and towels, the equipment of bathrooms with cosmetics and bath accessories are regulated by the current standards, sanitary norms and rules of the Republic of Belarus.

6.4. The administrators and other employees of the contractor provide the guests with the necessary background information about the operating hours of the contractor's services, the tourist opportunities of the Republic of Belarus, assistance in calling a taxi and organizing transfers and excursions.

6.5. Residents of individual rooms are guaranteed the safety of their personal belongings in the room, except as specified in clause 6.6 of the Rules, as well as the safety of baggage deposited in the luggage room, subject to compliance with the Rules.

6.6. The contractor is not responsible for items left by the guest in shared (multi-bed) rooms, as well as for money, other currency valuables, securities, electronics and other valuables that have not been deposited in an individual safe provided to the guest on a paid basis.

6.7. The guest who discovers the loss, shortage or damage of his belongings is obliged to inform the administrator about it without delay. Otherwise, the contractor is released from responsibility for the unsecurity of things.

6.8. In case of discovery of forgotten items, the contractor shall take measures to return them to the owner in accordance with the Rules for Handling Forgotten Items in force with the contractor.

6.9. The Contractor is released from liability for the loss, shortage or damage of the guest's belongings, if they occurred due to the fault of the guest.

6.10. In order to ensure security and quality control of services, video surveillance and audio recording are conducted in the halls and corridors.

6.11. The book of comments and suggestions is available at the reception and is issued upon request.

7. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES. THE RESPONSIBILITY OF THE PARTIES.

7.1. The Guest assumes the obligation to pay for the services provided by the contractor and is responsible for compliance with the Rules.

7.2. Violation of the Rules by the guest gives the contractor the right to terminate the offer agreement by notifying the guest in advance. In this case, upon eviction, the guest is obliged to pay for the services actually provided to him.

If the guest has previously violated the Rules, the contractor has the right to refuse the guest to conclude a new offer agreement and check into the room.

7.3. The Guest is liable for any damage caused to other persons and/or their property, as well as to the contractor's property, building, decoration and equipment on the contractor's territory.

7.4. In case of violation by the contractor of the Rules, consumer rights protection is carried out in accordance with the procedure established by the Law of the Republic of Belarus dated 09.01.2002 No. 90-Z "On Consumer Rights Protection".

7.5. Otherwise, which is not provided for by the Rules, the contractor and the consumer are guided by the current legislation of the Republic of Belarus.

7.6. Violation of the Rules entails liability in accordance with the legislation of the Republic of Belarus.