GENERAL TERMS AND CONDITIONS AND INTERNAL RULES FOR ACCOMMODATION IN ARIMA CITY HOSTEL, SHUMEN

The present general terms and conditions settle the relations between ULTIMA LTD. and Arima City Hostel hostel's guests regarding the services provided.

The General terms and conditions herein apply for reservations with Arima City Hostel, made through www.arimacity.bg. In order to make a successful reservation you have to first confirm your consent with the General terms and conditions. It is in your favour and for your protection to carefully read them before making the reservation. Please, do not hesitate to ask further questions if you don't understanding something.

I. Making a reservation and ID documents, required at arrival at the hostel

- 1. Please, follow all the directions on our web site, mobile web site or the application or consult with us before making a reservation.
- 2. When you make and pay for a reservation, you will receive a personal access code. ULTIMA Ltd. shall not be bound in any way with the reservation until the moment of generation of a personal access code.
- 3. At the moment of making a reservation or when you arrive at the hostel, you will be asked to provide a valid ID document in order to be registered with the accommodation place. This is in line with the valid legislation on Republic of Bulgaria and EU.
- 4. You have to be over 18 (eighteen) years old in order to make a reservation with us and to stay with us on your own. If you are under 18 years old you have to be accompanied by an adult to register and stay with you.
- 5. Your reservation is not subject of transfer or resell, partial or full.

II. Payment and prices

- 1. Arima City Hostel offers single and double room accommodation.
- 2. The price of each room is published on our website, mobile site or the application.
- 3. The prices are for a room per a night and include VAT, tourist fee and an insurance with no food or additional services included. It is possible to add additional services with an additional cost at arrival or during your stay. The prices are in Bulgarian leva.
- 4. All payments through the website are due at the moment of placing the reservation and shall not be subject of repayment, if you decide to cancel your stay.
- 5. We reserve our right to cancel any reservations, if we do not receive a payment from the guest until the due date.

III. Cancelation, change, repayment of amounts and failure to appear

Cancelation

- 1. Arima City Hostel works only with fixed tariffs / prices that are not subject of repay.
- 2. No payment, made for a reservation, is subject of a repayment, because they are fixed with a discount calculated.
- 3. After check-in at Arima City Hostel you cannot cancel the respective reservation without being charged with the full amount of the reservation.

IV. Failure to appear and change

- 1. If you fail to appear at the hostel on the chosen date of arrival, you shall be considered as "Failure to appear" and your reservation shall be canceled and in accordance with our rules for cancelation no repayment is provided in this case.
- 2. In case you know in advance that you won't be able to arrive at the initial date of your reservation do feel free to contact us in order to change the reservation dates for a future period.
- 3. If the price for a future period is higher than the one already paid, we shall ask you to pay the difference when you arrive at the hostel.

V. Repayment process

1. If there is a probability for an event out of our control to prevent us to provide you accommodation as per your reservation, we may cancel you reservation and inform you for the fact (via e-mail). We shall repay you the full amount charged by us in the same payment manner you have chosen to pay us when making a reservation.

VI. Accommodation, departure and change

- 1. You are welcome to check-in after 14.00 o'clock in the afternoon on your arrival date, unless you have paid directly in the hostel for an early check-in (after 10.00 o'clock in the morning), as it depends on the current availability.
- 2. You have to check out before 11.00 o'clock on the departure date. You may pay the fee for late check out (up to 14.00 o'clock), if it is possible. If you fail to leave before 11.00 o'clock we may charge you for late check out and if you do not leave until 14.00 o'clock then we shall charge you for a night stay.

VII. Rules for placement in a different accommodation place

1. Rarely, if after arrival for a reservation it is ascertained that there is no room for You, then we shall provide you a room in an alternative accommodation place on our expenses and we shall pay a reasonable amount for your transportation to that alternative place. Otherwise, at your discretion, or if we do not find another

accommodation place for you – then we can cancel your reservation and repay you the full amount you paid for the unavailable room.

VIII. Your stay - Rights and obligations of the parties

- 1. Arima city Hostel shall be obliged to provide the hostel's guests all reserved and paid services in their full volume.
- 2. We can provide you disabled access. Please, specify such a necessity at the moment of reservation.
- 3. You should observe the maximum capacity of the room, you have reserved.
- 4. We shall make our best to cooperate for any special requirements and wishes, yet the reservations are strictly bound with the availability.
- 5. When you make a reservation, you agree that you are not allowed to use the area of Arima city hostel for any commercial activity or an activity for a profit, without the initial written consent of Ultima Ltd. We may cancel your reservation and keep all money paid if we have grounds to reasonably believe that you have violated the present clause.
- 6. It is forbidden for unregistered visitors to stay in the hostel or to invite external people in the rooms. Visitors are welcomed only in the common premises.
- 7. All premises are non-smoking, except the smoking areas outside the hostel. If you smoke in any of the hostel premises, we are allowed to cancel your reservation and to keep our right to ask for immediate pay of our expenses for cleaning and repair works, or covering the costs for any damages of the premise, as well as the costs for the room in any period it is unusable.
- 8. We are not allowed to bring in the hostel premises any potentially dangerous articles.
- 9. The hostel guests are obliged to keep all general norms for decent behavior during their stay at the hostel and also the public order and an excellent hygiene.
- 10. During their stay in our hostel, the guests shall bear responsibility for all damages, caused as a result of damaged and / or missing property, owned by the hostel and they shall owe a compensation for damaged property of the hostel. Kitchen appliances, including, but not only stoves, microwave ovens, refrigerators and toasters should be used reasonably and with responsibility and all safety precautions should be met. Each small electric device / appliance should be mandatory **turned off** from the electric grid after its usage. All usage rules should be followed by the guests. The rules for exploitation may be found in the common premises of the hostel and in every room. They are also published on the web page of the hostel.
- 11. Do not disturb the other guests or our personnel, including, but not only by loud noise or indecent behavior.

- 12. Arima City Hostel shall not bear any responsibility for damages of the guests, inflicted by the actions of any third parties.
- 13. Arima City Hostel shall not bear any responsibility for lost, forgotten or stolen belongings from the rooms that were not stored in a safe deposit box, nor for any damages, caused by third parties.
- 14. If you fail to observe the above rules during your stay in Arima City Hostel, We may cancel your reservation and to ask you to immediately leave the hostel and we may also keep all the money paid for this reservation. If we decide that the violation is serious we may refuse to take future reservations on your name.

IX. Additional services

- 1. We offer different additional services that shall be paid at the hostel, we also have some free services.
- 2. Early check-in and late check-out are services that depend on the current availability of free rooms.

X. Pets

- 1. No pets are allowed in Arima city hostel, except guide dogs of visually and / or hearing impaired people.
- 2. Guide dogs of visually and hearing impaired people may be brought in the hostel for no charge and only in case this is clarified at the moment of making the reservation.
- 3. Never leave the guide dog unattended and keep it on a leash at all times in the common premises.

XI. General stipulations

- 1. We process your personal data in compliance with our Policy for Personal Data. Please, take your time to get introduced with the policy because it consists important terms and conditions. When you provide your personal data in connection with a reservation, you give your consent for processing on your behalf and for personal data that are required on a legal ground, no such explicit consent is needed.
- 2. Amendments of these conditions: We reserve our right to change these terms and conditions from time to time and the terms and conditions, applicable to your reservation are those effective as of the date of the reservation.
- 3. Legal rights: If you are a consumer, you have certain legal rights. If any of this conditions is in violation with a legal right or if the law is changed and your legal rights, then the legal rights shall have a prevalence.
- 4. Events out of our reasonable control (force major): Ultima Ltd. shall not bear any responsibility for non-implementation of any of our obligations regarding your

reservation because of an unwanted event, that is outside our reasonable control, including, but not only, floods, earthquakes, extremely unbeneficial weather conditions, natural disasters, terroristic acts, partial or full revocation or delay of significant public event, fire or failure of the electricity, gas, water or other consumables, machines or equipment, computers, transport means or collapse of a construction site. If an event, that is outside our control, is probable to prevent us to accommodate you for the dates of your reservation, then we may cancel it and to inform you for that in writing (e-mail) and repay you all monetary means, paid by you in connection with the reservation in the manner initially done.

XII. Complaints, questions and disputes

- 1. All claims related to the quality of the paid services shall be presented in the hostel with a detailed written description of the discrepancy between the agreed and provided services and presentation of an evidence, if available. The Manager of Arima City Hostel shall make an inspection regarding the claim and shall answer in writing (via e-mail of the guest) within seven days period if the claim is respected or not. If the claim is respected, fully or partially, then the guest shall receive back the amount that is not due in the manner initially paid.
- 2. All guests, who had made a reservation through the mediation of third parties are obliged to refer any complaints and claims to those parties. Ultima Ltd. do not near any responsibility for terms and conditions and services, promised to a Client by any third parties, but not explicitly listed in the reservation offer sent.
- 3. Ultima Ltd. shall not bear any responsibility for losses, that are subject of reasons, different from violation of those conditions by us, nor for any losses that were not foreseeable for both parties during the contract preparation. A loss is considered foreseeable if it is obvious that an event will happen and if at the moment of preparing the contract both parties knew that this might happen for example if you have discussed it with us during your reservation process.
- 4. We wish to provide safe and secure environment for your stay and if needed, to take all security measures needed. If an accident happens during your stay and it results in theft, loss or damage of your property, we shall make an internal inspection and we shall report in the Regional Police Office.
- 5. We do not bear responsibility for loss or damage of transport means, you have used to arrive to the hostel or for any belongings left in them, notwithstanding if they are parked on a parking lot related to the hostel or not.
- 6. Nothing in these terms and conditions exclude or restrict our responsibility against fraud or death or body injury, caused by negligence on our behalf or any other illegal action of ours.
- 7. These terms and conditions and all out of contract obligations, arising from or in connection with these terms and conditions, shall be settled and interpreted in line with the Bulgarian legislation.

8. We have introduced suitable safety measures in order to protect your personal data from occasional loss, usage or access with them in an unauthorized manner, as well as against their change or disclosure. We restrict the access to Your personal data only to employees, sub-contractors and third parties, that have an official need to know them. They shall process Your personal data only in line with our instructions and they are subject to privacy obligation. We have introduced procedures to cope with any probable violation of your data security and we shall inform you and any responsible body in case of security violation, when there is a legal ground for that.

XIII. Information about us and contact details

1. Arima City Hostel is owned by Ultima Ltd., headquarters and address of management: the town of Shumen, 45 Vasil Drumev Str.

XIV. Arima city trademark

- 1. The whole website content and namely the logo, text and font, signs and graphics, design, data base, description, processes, reservation software and other subjects of intellectual property and copy rights, the content of the General terms and conditions, are owned by Ultima Ltd. You may use the website www.arimacity.bg, the mobile site and the application, as well as their consent only for personal, non-commercial and private purpose and you have to always observe the applicable laws on copy rights.
- 2. All trademarks, commercial names, services brands and other brands, notwithstanding if they are registered or unregistered, that are available on the website, mobile site or the application, are owned by Ultima Ltd and may not be used, reprocessed or changed without the preliminary written approval of Ultima Ltd.
- 3. Although we shall make all possible efforts to guarantee that the information placed on the web site, the mobile site and the application is correct and it is published on our will, without violating any legal rights of the consumers, Ultima Ltd. refuses to give any guarantees for that, to the maximum extend allowed by law.

XV. Changes of the present terms and conditions

1. Ultima Ltd. reserves its right to suspend, amend or change the provisions and the content, consisting on the web site, the mobile site and the application of Arima city hostel or to supplement those General terms and conditions with no notice. You shall be considered informed for any changes of the present terms and conditions, when they are published on the website.

THE PRESENT TERMS AND CONDITIONS ARE APPROVED ON 16TH JUNE 2023.