

SEVASTOPOL-APARTMENTS ACCOMMODATION BOOKING TERMS, CONDITIONS AND LEGAL RESTRICTIONS

1. Booking procedure: We accept bookings via the internet, through the website Sevastopol-Apartments.com, by e-mail, fax or post. If you have questions you would like answered, e.g. about the availability of an accommodation between particular dates, or you want an offer about all your special wishes before making a booking, you can e-mail us using the link on the website, or telephone us at one of the numbers given.

2. Payment: A deposit of 100% for the first 2 days and every following day \$10 is required when a booking is made. Should the dates or type of accommodation you have asked for, not be available the deposit will be refunded. Customers pay the balance outstanding to Sevastopol-Apartments when Sevastopol-Apartments confirms the booking as definite immediately. Once we have received your booking and your deposit, we will, subject to availability, confirm your booking on behalf of the Owner by e-mailing to you a final confirmation invoice. Your booking is not deemed made until your payment is received by Sevastopol-Apartments.com. For all bookings, once you have received your confirmation invoice, please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret neither we nor the Owner can accept any liability if we are not notified of any inaccuracy in any document within 5 days of our sending it out. Sevastopol-Apartments /the Owner will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. A binding contract comes into existence between you and Sevastopol-Apartments once we receive the confirmation of the booking from the Owner and have emailed the final confirmation invoice to you. All bank-transfer-fees are payable by the customer. All payments are in USD and we use the rates of the [GWK bank](#) in Holland for any other currency. For all bookings we ad US\$ 20, for administration costs.

3. Acceptance: The final decision to accept or refuse any booking from prospective customers rests with the Owner. Disabled customers with mobility needs are asked to note that Crimea does not have the same legal requirements for access as Western Europe, and many buildings lack even the simplest facilities such as ramps for wheelchairs, lifts etc. We provide basic information on the facilities of each accommodation featured on our website but we strongly advise you to e-mail us with your access requirements so that we can provide more specific information about the accommodation. If the Owner reasonably feels unable to properly accommodate the particular needs of the person concerned, the Owner, or Sevastopol-Apartments, on the Owner's behalf must reserves the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

4. Alterations by you before departure: We will try to assist if you decide to change a confirmed booking up to two months before the booked arrival date, but we reserve the right to make an administration charge of US\$ 20 per change to the original booking.

5. Cancellation by you: A customer who wishes to cancel must do so in writing, either by e-mail, fax or post, to the address at the end of this document. The fee of cancellation is the original booking deposit paid to Sevastopol-Apartments. Please note that if you decide to curtail your holiday after arrival and leave your accommodation before the end of the booked period, the total amount due up to the end of the booked period (as stated on your invoice) must still be paid to the owner.

6. Cancellation by the Owner: In the unlikely event that the owner of an accommodation has to cancel a confirmed booking, we at Sevastopol-Apartments will make every effort to find you alternative accommodation of the same standard, within the dates you have chosen. Should this not be possible, we will refund all moneys paid within 7 days of the date on which we notify you of the cancellation. Sevastopol-Apartments accepts no liability for compensation. Payment of compensation as shown above will not be made for any cancellation caused by war or threat of war, insurrection, terrorism, riots, strikes or industrial disputes, civil disturbances, decisions by governments or governing authority, fire, flood or natural disaster, epidemics, health risks, bad weather or similar circumstances beyond our control. For the purposes of this contract we define the above as force majeure.

7. Arrival and departure: The accommodation(s) will be available for the customer from 12 am on the booked day of arrival. The price of the accommodation(s) is per night, and customers will vacate the accommodation(s) before 10 am on the day of departure. If the customer wishes to leave after 10 am on the day of departure, an extra sum equal to half of one night's fee must be paid by the customer to Sevastopol-Apartments on the day before departure. Departure later than 10 am is entirely at the owner's discretion, and the owner reserves the right not to agree to this. Should you arrive on a date later than the booked arrival date for whatever reason, you will nevertheless have to pay the full amount of the rent for the booked period to the owner on arrival. The owner will provide all customers with a clean set of sheets, blankets or duvets and pillowcases on their arrival at the accommodation(s). The owner will ensure that the accommodation is cleaned before you arrive. It is your

responsibility to keep it clean during your stay and to leave it as you found it when you leave. Pets and animals are allowed at request for some accommodations only. Ask us where and under what conditions. If there is no telephone in the accommodation, please see our offer for a local mobile phone.

8. Prices: Prices for the accommodation are given in US Dollars, since the local currency (Hryvnia or UAH) is subject to more fluctuation than the US Dollar. Customers should note that any equivalents in other currencies given in quotations are for illustrative purposes only, because exchange rates are subject to continual variation. The fixed price is the US Dollar price. Please note that all the prices quoted are for the accommodation and will not vary according to the numbers staying in it during the booked period (unless otherwise stated on the price list). The maximum numbers permitted to stay in the accommodation overnight at any one time are given with the accommodation details shown on our website and sent to you in the e-mail confirming the booking. Should your party exceed the maximum number of people staying in the accommodation and you have not gained the express permission of the owner to this, the owner, or we on the owner's behalf will be entitled to ask you to leave the accommodation concerned. Sevastopol-Apartments and the owner will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. As long as the complete travel sum has not been paid, the tour operator has the right (up to 20 days before the arrival), to raise the travel sum concerning modifications in the transport costs (including fuel charges) or accommodation cost, the chargeable levies and the appropriate exchange rates. The tour operator will indicate thereby how the increase has been calculated. Meant modifications will give also reason to lowering of the travel sum, unless this, having regard to that linked to cost, cannot be demanded from the tour operator. After swift payment of the whole travel sum the tour operator will not modify the travel sum contrary to the provisions above during the period as from six weeks before the day of arrival. (before the arrival date of first booked stay). The traveller has the right to reject an increase of the travel sum such as in the two previous lines mentioned. He must use, under penalty of decline, this right, within 3 working days after reception of the communication of the increase. If the traveller rejects the travel sum increase, the tour operator has the right to cancel the agreement.

9. Interpreter / guide: Our local guide who speaks excellent Russian, Ukrainian, English, Dutch or German will normally meet you at the accommodation on arrival, or as soon as possible after arrival, to act as interpreter between you and the owner of your booked accommodation if necessary and to ensure that you are happily settled in and that any matters requiring clarification with the owner are dealt with. Should he/she be unable to be there when you arrive you will be able to contact Sevastopol-Apartments by telephone from the accommodation. The number is the contact / emergency number shown on the contact page of this website. There is no charge for these services. Sevastopol-Apartments accepts responsibility for the aforementioned services provided by the guide (but not those set out in the rest of this clause 11) as principal. If you wish to use his/her services as a guide and / or interpreter during your stay, and did not make a booking in advance, you should arrange this direct with him/her. He/she will be happy to supply you with further information. Your contract for these services will be with Sevastopol-Apartments. Please see the clause entitled "General" below.

10. Travel to and from Simferopol airport: We are able to book a car / minivan / bus to take customers from the airports or railroad stations in Simferopol and Sevastopol to their accommodation and vice versa. Our guide can meet you at the airport and he/she will accompany you on your way back to the airport and help you until you did pas the check in. This service is optional and provided at the customer's request. Please note that the car / minibus / bus firm is a separate company and our role is limited to requesting pickup at a specified time at a specified price on your behalf. Sevastopol-Apartments does not accept any liability in connection with or arising out of that contract, for example with any delay or road accident which may occur while customers are being transported. Please also see "General" below.

11. Passports, Visas and Health Requirements: You are responsible for ensuring that your passport is valid and in force, and that you are in possession of all documentation necessary for travel. We can provide general information about visa requirements but it is your responsibility to obtain a visa in time for your trip and your prime source of information should be the Ukrainian consulate in your home country. At the website of the Ukrainian consulate of your country you may find the latest information. Information on health is available at your local Department of Health office. Requirements may change and you are therefore strongly recommended to check the up to date position with the Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before departure. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into Ukraine due to failure on your part to carry correct documentation.

12. Staying in Crimea: Part of the attraction of visiting Crimea is that it is not like Western Europe. Its people have reached where they are now by a very different historical route, and the economy, culture and way of life will not necessarily be what you take for granted in the west. You should be aware that habits of insurance are not as highly developed as in Western Europe. You are strongly recommended to take out personal travel insurance for all members of your party. It is your responsibility to ensure that the insurance you purchase is

adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday. Attitudes to safety may also be rather different to those taken for granted in Western Europe. For example, although seatbelts are fitted to most cars many people do not use them, and there is virtually no enforcement. Customers travelling in Crimea do so entirely at their own risk, acknowledging that safety practices may differ from what they are used to at home. For up to the minute government advice on staying in Crimea please visit the Foreign affairs office website of your country. Click on travel, then on country advice and then select Ukraine. Crimea is an autonomous republic within the country of Ukraine, and the advice on Ukraine also applies to Crimea.

15. Complaints: At Sevastopol-Apartments we make every effort to ensure that the accommodation we book for you will be clean and comfortable. However, our role is limited to that of booking agent, and the final responsibility for the condition of the accommodation during your stay rests with the owner. You should raise any problems with him/her at the time any problem arises. You will have contact details for an interpreter who will be glad to interpret between you and the owner if necessary. Interpreting will be done in person if possible, otherwise indirectly by telephone. There is no charge for the interpreter's services in matters relating to payment for or condition of the accommodation. If you have any complaints concerning any services we provide, you must inform us straight away in writing prior of your departure at the end of your stay. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to have been at fault in relation to any service we provide (as opposed to any service provided by any third party such as an accommodation owner for whom we are not responsible) is limited to the cost of your booking with us. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

16. Prices and Website Accuracy: The published sum applies by apartment, unless differently declared. The services and supplies are like in the publication mentioned. The published travel sum has been based on the prices, money rates, levies and taxes, such as known by the tour operator at the time of this publication. Please note, the information and prices shown on our website or sent to you by post or e-mail may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

17. Behaviour: When you book through Sevastopol-Apartments, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. Sevastopol-Apartments expect all clients to have consideration for other people. If in the reasonable opinion of the owner or any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the owner is entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. Neither Sevastopol-Apartments nor the owner will have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and neither we nor the owner will pay any expenses or costs incurred as a result of the termination.

18. Governing Law and Jurisdiction: Your agreement with us in relation to your booking and all matters arising out of it (as opposed to your contract with the owner of the accommodation(s) advertised on our website or any supplier of any other service – see "General" below) are governed by Ukraine law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract be dealt with the Courts of Ukraine and Crimea only.

19. General: Except where otherwise specified, Sevastopol-Apartments ("we" and/or "us") act only as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of any supplier(s) or owner or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements. The terms and conditions (if any) of the supplier(s) of your confirmed arrangements will apply to your booking. These terms and conditions may limit and/or exclude the supplier's liability to you.

Attention: please read these terms carefully before booking or reservation. By booking your accommodation you agree to be bound by these terms. info@Sevastopol-Apartments.com

Sunday, 30 August 2009