"HS Apartments” Ltd.

Reg. No: 40203008013. Address: Smilsu Str. 3, Riga, LV-1050, Latvia

Riga

January 3, 2022 No 1-3/1

**CANCELATION and REFUND POLICY**

**at “HS Apartments” Ltd.**

PREAMBLE

1. This Cancelation and Refund policy shall enter into force on January 3, 2022.
2. This Cancelation and Refund policy is applicable to all reservations in “HS Apartments” Ltd., hereinafter also referred as “Our or Us”, apartments, after January 3, 2022, regardless of whether you made the reservation directly with us or through our partner ”HOTEL SCHOOL” Hotel Management College.
3. Terms and conditions set out in Refund application applies to this policy and *vice versa*.
4. After you enter into an Accommodation contract with us, the contract entered shall govern all and any matters relating to your accommodation in our apartments.
5. You can cancel the accommodations reservation with a written notice addressed to us at any time; however, we encourage you - do not hesitate with the decision, because it will affect your refund amount, if any.

Cancelation and Refunds

1. We will refund Accommodation fees paid before you entered into an accommodation contract with us, subject to the following terms, conditions and exceptions.
2. Your reservation and stay in our apartments will be considered cancelled if you will not arrive at our apartments on the reserved date, unless we have not previously received your written notification and agreed to postpone the starting date of your accommodation.
3. Accommodation fee is not transferable for later period, unless we previously mutually agreed upon it.
4. In case we mutually agree on postponement of accommodation starting date, postponed date is applicable when determining the cancellation notice period and refund rate.
5. We will refund Accommodation fees at the following rates, if we received your Refund application within a limitation period set out in this Cancelation and Refund policy:

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| --- | --- | --- | --- |
| Rule # | CANCELATION NOTICE PERIOD | ACOMMODATION FEE REFUNDABLE | REFUND RATE |
| 1 | No later than 1 day before reserved date | for the first and last month | 100% |
| 2 | Later than 1 day before reserved starting date of accommodation period or in case non-arrival on reserved starting date of accommodation period | for the first month | 50% |
| for the last month | 100% |
| 3 | Later than 1 (one) year after reserved starting date of accommodation period | 0% |
| 4 | DEPOSIT | 0% - NON-REFUNDABLE in any case |

1. All and any Refund applications are time-barred. Limitation period of three years from the date of Accommodation starting date (or postponed date; if applicable) is set to all Refund applications under this policy.
2. Refund applications submitted after limitation period will be left without attention and no Accommodation fees refunded.
3. In case if we directly or indirectly declared to the responsible state institutions (for example, to the Office of Citizenship and Migration Affairs) that your stay in the Republic of Latvia will be in our apartments, and You received visa or residence permit in Latvia according to our declaration, no Accommodation fees will be refunded regardless of the reason for cancellation or cancelation period. We are entitled to ask for reliable proof of your visa or residence permit status.
4. Refund amount shall be transferred to the account indicated in your Refund application within 60 working days of receipt of original of the Refund application.

*FORCE MAJEURE*

1. Unexpected changes to visa or passport or residence permit requirements imposed by a government or its agency that prevent travel to the destination, including Latvia. Government declared local or national emergencies, epidemics, pandemics, and public health emergencies. Acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, rebellions, riots, insurrection, civil disorder, and civil unrest. Natural disasters, acts of God, large-scale outages of essential utilities, volcanic eruptions, tsunamis, and other severe and abnormal weather events. Unexpected disease, illness, or injury; travel advisories or other government guidance; cancellation or rescheduling of an event for which the reservation was made, for example, the embassy is closed; and transportation disruptions, as well as flight, train, bus and ferry cancellations.
2. If you cancel accommodation reservation, referring to any case described above or any other case caused by *Force Majeure*, the refund rate and amount will be determined considering cancelation notice period set in this Cancelation and Refund policy.

Governing Law and Dispute Resolution

1. Law of the Republic of Latvia govern all issues related to this Cancelation and Refund policy.
2. Any disputes or disagreements between you and "HS Apartments” Ltd. will be resolved through mutual negotiations. If we would not be able to reach an agreement, the dispute will be settled in a court of general jurisdiction in accordance with the laws of the Republic of Latvia.

Chairman of the Board of “HS Apartments” Ltd. K. Špakovs