



# GRACE GORIZONT

Affirmed by:

Individual entrepreneur

Dyakov I.B. (Gorizont by Grace)

October 01, 2020

M.P.

## **PUBLIC OFFER**

### **on the conclusion of an agreement for the provision of hotel services Sochi**

#### **1. General provisions**

This document is an official offer (public offer) of Individual Entrepreneur Dyakov Ivan Borisovich, hereinafter referred to as the Contractor, and contains all the essential conditions for booking, payment and provision of rooms to consumers in the Accommodation Facility - Hotel Gorizont by Grace.

In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation (Civil Code of the Russian Federation), in the event of acceptance of the conditions set out below and payment for services, a legal entity (including one that has entered into a separate agreement to pay for services to the Contractor in the interests of third parties) or an individual (acting in its own interests or in the interests of minor children), making the acceptance (acceptance) of this offer, becomes the Customer (in accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, acceptance of the offer is tantamount to concluding an agreement on the terms set out in the offer).

In connection with the above, we recommend that you carefully read the text of this public offer, and if you do not agree with any point, the Contractor invites you to refuse to purchase services.

Contractor - Individual entrepreneur Dyakov Ivan Borisovich, acting on the basis of the Certificate of state registration of an individual entrepreneur No. 312235234200024 dated December 07, 2012, the provision of hotel services is carried out in accordance with: Certificate of assignment of category of 4 STARS No. № AA-021-1/0104-2020 to the hotel "Grace Gorizont". Certificate validity period: from November 5, 2020 to November 4, 2023, concludes an agreement for the provision of hotel services to the population on the territory of the Accommodation facility – the hotel Gorizont by Grace, located at the address: 354000, Krasnodar Territory, Sochi, Central district, Morskoy ln., 1/1, on the following conditions with any capable an individual or an active legal entity, referred to for the purposes of the Agreement as the "Customer", and who has

accepted the terms of this offer by performing the actions specified in section 4, p. 3.5., 6.5, 6.14.

## 2. Terms and definitions used in this document:

**"Offer"** - this document is a public offer on the conclusion of an agreement for the provision of individual entrepreneurs I.B. Dyakov hotel and related services.

**"Offer acceptance"** - full and irrevocable acceptance of the offer by performing the actions specified in section 6.5.6.14 of this offer. The acceptance of the offer presupposes the Offer Agreement.

**"Offer Agreement"** - an agreement between the Contractor and the Customer for the provision of services, which is concluded through the acceptance of an offer.

**"Site"** - the website of the Contractor at the address: <https://grace-gorizont.ru/>, as well as the websites of the Contractor's partners, third parties involved by the Contractor in the performance of services under this agreement, containing information about the Services, procedure and methods payment for the Services, as well as the Terms of Service.

**"Customer"** - any natural or legal person who orders services through Electronic Sales Channels in favor of the Consumer.

**"Consumer"** - a citizen intending to order or purchase, or ordering, purchasing and (or) using hotel services exclusively for personal and other needs not related to entrepreneurial activity;

**"Contractor"** - the Accommodation facility copyright holder (of the hotel).

**"Reservation"** - preliminary registration of an order for accommodation services with the transmission of the Booking Application through the Contractor's electronic sales channels.

**"Guaranteed booking"** - a booking on a mandatory prepayment basis, for which a booking confirmation has been received.

**"Application for Reservation"** (hereinafter referred to as the Application) is a document displaying detailed information about the Consumer, containing information about the services ordered for the Consumer, as well as information on booking rooms (services), sent by the Customer to the Contractor's e-mail address or otherwise.

**"Confirmation of booking" (hereinafter - the Confirmation)** - information about the Contractor's ability to provide services to the Consumer on the received Application.

The confirmation must contain the following information: details of the Accommodation, the date and time of arrival at the Accommodation, date of departure from the Accommodation, number of rooms, room categories, list of arriving guests, payment method, and other conditions provision of hotel services. This information can be transmitted through the exchange of electronic messages to an email address.

**"Accommodation facility"** - a hotel, hotel complex or accommodation facility intended for the provision of hotel and other additional services by the Contractor, **namely:**

Hotel (Hotel complex) "Grace Gorizont", located at the address: 354000, Krasnodar Territory, Sochi, Central district, Morskoy ln., 1/1, used by the Contractor to provide accommodation services and other additional services to Consumers.

**"Notice"** - a written message from one party to this Agreement to the other party, the content of which relates to the performance by the parties of their obligations under this Agreement.

**"Tariffs"** - the cost of the paid hotel accommodation services provided by the Contractor, posted on the Contractor's website.

**"Booking Rules"** - a document approved by the Contractor containing binding rules for the Customer in the Contractor's accommodation facility

**"Rules of Residence"** - a document approved by the Contractor, containing binding rules for the Customer, the rules of residence in the accommodation facility of the Contractor.

**"Validity period of purchased services"** - the period for the provision of services paid by the Customer in accordance with the current tariffs and prices.

**Executor's email** - info@grace-gorizont.ru

For the purpose of interpreting the Agreement, as well as the documents drawn up by the **Parties** in its execution, other terms and definitions are used in generally accepted meanings.

### **3. Subject of the public offer**

3.1. The subject of this public offer is the provision of paid services to the Customer by the Contractor in accordance with the terms of this public offer, current legislation and the Appendices to this public offer agreement.

3.2. Public offer with attachments: Tariffs for the provision of services (Appendix No. 1), Booking rules (Appendix No. 2), Residence rules (Appendix No. 3) and Regulations on resort tax (Appendix No. 4) are an integral part of this agreement, contain a full list of services, the provision of which is possible within the framework of this Agreement, and the procedure for their provision, are published on the Contractor's website, and are also located in a publicly accessible place in the Contractor's accommodation facilities at the above addresses.

3.3. The Contractor provides hotel services to the Customer in accordance with the Rules for the provision of hotel services in the Russian Federation, approved by the Decree of the Government of the Russian Federation of 09.10.2015. No. 1085.

3.4. The Contractor has the right to change the terms of this public offer, tariffs and other annexes to it without prior agreement with the Customer, the Consumer, while ensuring the publication of the changes in a publicly accessible place, no less than 3 calendar days after their approval by the Contractor.

3.5. Payment by the Customer (Consumer) for the services from the Contractor, the Contractor's partners and third parties that provide the Contractor's services is

an unconditional acceptance of this Public Offer.

3.6. The term of the Agreement concluded by accepting this public offer is equal to the term of the services paid by the Customer.

#### **4. Offer acceptance and conclusion of an offer agreement**

4.1. The customer accepts the offer by prepaying the Contractor's services selected in the Price List, in respect of which this offer agreement is concluded.

4.2. The term for the acceptance of the offer by the Customer is unlimited.

#### **5. Conditions and procedure for the provision of services**

5.1. After reviewing the Tariffs for the provision of services (Appendix No. 1), the Booking Rules (Appendix No. 2), the Rules of Residence (Appendix No. 3), posted on the Contractor's website, having chosen the type of service, the Customer requests the possibility of providing services from the Contractor.

5.2. Room reservation is carried out by sending an application to the Provider's Accommodation Facility:

- from the site;
- by email;
- by phone: booking department, free hot line: 8 (800) 302-57-92;
- directly at the Reception Facility at the reception desk;
- applications from portals;
- applications from agents.

5.3. Based on the request, the Contractor, if there are free rooms, explains to the Customer the procedure for paying for services strictly in accordance with the Tariffs and booking rules.

5.4. The Contractor's Reservation Department, no later than 24 hours after receiving the reservation request, confirms the reservation to the Customer, or rejects the request.

5.5. In case of confirmation of the booking request, it sends the Customer an invoice for prepayment for accommodation. Customers who have booked accommodation make an advance payment for the first day of stay. If the Customer has booked accommodation at the "Non-Refundable" rate, a prepayment is made in the amount of 100%.

5.6. From the moment the invoice is issued and sent to the Customer, the number indicated in the invoice is considered pre-booked.

5.7. The account is considered valid within the period specified by the Contractor, but no more than five banking days from the date of issue.

5.8. Payment for accommodation services is made in the following order:

- the cost of the first day of accommodation is paid within the period specified in the Contractor's invoice, but no later than 5 working days from the date of the invoice. The invoice is sent to the Customer's email address;
- the final payment for accommodation is made on the day of arrival at the Accommodation Facility in cash or using payment cards.

5.9. In case of violation by the Customer of the established payment terms, the

reservation from the room is automatically canceled.

5.10. A prerequisite for canceling the reservation is the notification of the Customer by the responsible manager by making an outgoing call, or by SMS or e-mail, in order to implement the payment by the Customer.

5.11. The room is considered guaranteed to be booked at the time of receipt of the prepayment to the current account, or to the Contractor's cashier.

5.12. The Contractor sends the booking confirmation form to the Customer by e-mail. In the future, this amount is included in the cost of paying for the room.

5.13. The customer pays for the services of the Contractor, thereby giving confirmation of the acceptance of the conditions of the Contractor's offer.

5.14. After the payment is made by the Customer and the funds are credited to the account of the Contractor, the offer agreement comes into force. Payment for services under this agreement for the Customer by any third party does not change the rights and obligations of the Customer under this agreement.

5.15. The term of the Agreement concluded by acceptance of this Public Offer is equal to the term of the paid period of residence of the Customer.

5.16. Accommodation service is provided from the moment the Consumer arrives.

5.17. Payment for accommodation is charged in accordance with a single checkout time local time, in accordance with the approved rates for the corresponding type of room, in cash, or by payment cards.

5.18. In case of early arrival of the Consumer, payment is made in the following order:

- no more than 6 hours before the hour of arrival - hourly rate;
- from 6 to 12 hours before the hour of arrival - 50% of the room rate;
- from 12 to 24 hours before the hour of arrival - 100% of the room rate.

In the event of a delay in the departure of the Consumer, the fee (extension of stay) is charged in the following order:

- no more than 6 hours after checkout time - hourly rate;
- from 6 to 12 hours after checkout time - 50% of the room rate;
- from 12 to 24 hours after checkout time - 100% of the room rate.

5.19. Accommodation of the Consumer in the already booked room before the time of arrival at the Accommodation facility, the consumer's delay after checkout time is allowed by agreement with the administrator at the reception.

5.20. If the Consumer is late for more than 24 hours, a fee will be charged for the actual simple number, but not more than a day.

5.21. Children under the age of 4, inclusive, without extra bed are accommodated in the Accommodation free of charge. Over 4 years, an additional place is provided, and payment is taken on a general basis.

5.22. In the event that two children under 4 years old live in the room, one extra bed is issued, and payment is taken on a general basis.

5.23. Transfer from one number to another can be made by agreement of the Parties or in case of unforeseen circumstances in the Accommodation Facility. The translation is made out by the duty administrator.

5.24. In case of loss or damage to property, Accommodation facilities, in accordance with the legislation of the Russian Federation, the Consumer

compensates for damage, and also bears responsibility for violations caused by invitees them by persons, according to the price list, for compensation for material damage.

5.25. Accommodation rooms are declared a non-smoking area. Set aside special smoking areas. If this provision is violated in the order established by the Code of Administrative Offenses of the Russian Federation is charged with a fine

5.26. Visiting guests staying in rooms by strangers is allowed until 23:00 with a guest pass issued by the service placement.

5.27. In the absence of the Consumer at the place of residence for more than 2 hours (according to his checkout time) without payment, the Contractor creates a commission, makes an inventory of the property of the Consumer in the room, with subsequent release of the number.

5.28. Refunds for purchased excursion tickets when refusal of the Consumer from the service is carried out if the Consumer has informed about cancellation 24 hours before the time of using the service. In all other cases - the funds are returned including compensation for expenses of Contractor.

5.29. Refunds for unused Consumer services due to early departure from the Accommodation Facility in the following order:

- consumer applies 48 hours in advance of the departure date to the administrator on duty with a request to make a return funds (you must have your passport and a copy of the receipt with you, received when paying for services);

- consumer fills out an application for the return of previously paid services indicating the reason (early departure);

- on duty prepares a package of documents for return (all documents are transferred to the accounting department and require correct registration, in this regard, the return procedure may take up to 30 minutes);

- consumer signs an application for return, cash account the order and the Check issued to him instead of the returnable one;

- at the end of the procedure, the Consumer receives his copy of a new check indicating the payment for the actually provided services and part of the funds to be returned.

- if the Consumer informs about early departure in less than 2 days before the departure date, the Contractor charges a fee of one overnight stay.

- when the Consumer pays for services by bank transfer, cash funds are returned within 10 working days from the day consideration of an application for a refund using bank details, specified by the Consumer in this application.

- if the Consumer stays 15 or more minutes after check-in, funds for the current day are not returned (by the Contractor accommodation service was provided).

- to make a return, the Consumer is obliged to return his copy of the check confirming payment for the services provided by the performer. If you lose a check or refuse to return it, the duty officer or the administrator has the right to refuse a refund.

- if payment for accommodation services was made when ordering vouchers at a travel agency (Agent), refund made only by the specified Agent (travel agency).

5.30. In case of forced eviction of the Consumer due to gross violation of the rules of residence in the Accommodation facility or committing misconduct

against other guests or staff Accommodation facilities refund for unused services are carried out taking into account the compensation of the expenses of the Contractor.

5.32. The maximum stay at the Accommodation is 6 months.

5.33. By putting your signature when reading the Rules of Residence in The accommodation facility, the Consumer also confirms that he has read:

- with the rules of conduct in emergency situations;
- with fire safety rules;
- with the rules for the use of electrical appliances;
- with the rules for using the pool;
- with a price list for damage to property;
- with the rules for booking rooms in the Accommodation facility.

5.34. By putting your signature when reading the rules of residence, The consumer automatically agrees to the processing of his personal data specified in the booking card.

## **6. Cost of services and the procedure for settlements under the contract**

6.1. Accommodation price includes:

- Accommodation in a room of the selected category;
- Provision of boiling water, needles, threads, iron, ironing board;
- Using a medical first aid kit;
- Other services specified in the Confirmation;

6.2. The Contractor's services that are not specified in the Confirmation, Invoice for payment, the Agreement and its Appendices will be considered additional and will be provided for an additional fee.

6.3. The cost of the accommodation service is set on the basis of the officially published tariffs of the Contractor's placement facility on the website: <https://gracegorizont.ru/> taking into account the valid shares from the Contractor as of the date of this Agreement.

6.4. In accordance with the Federal Law dated July 29, 2017 No. 214-FZ "On conducting an experiment on the development of resort infrastructure in the Republic of Crimea, Altai Territory, Krasnodar Territory and Stavropol Territory", the Law of the Krasnodar Territory dated November 22, 2017 on the territory of the municipal formation of the city Sochi resort from July 16, 2018 to December 31, 2022, from individuals over 18 years old who plan to stay in the Accommodation for more than 24 hours, upon settlement by the resort tax operator, a resort fee of 10 rubles will be charged per day from one individual. However, the amount of the resort tax to be paid is not included in the price of the stay.

6.5. Under this agreement, the Customer (Consumer) undertakes to pay for services in the following order:

- the cost of the first day of accommodation is paid by the Customer within the period specified in the Contractor's invoice, but no later than 5 working days from the date of the invoice. The invoice is sent to the Customer's email address;
- the final payment for accommodation is made on the day of arrival at the Accommodation Facility in cash or using payment cards.

6.6. In case of delay, the Customer (Consumer) is charged a fee equal to the cost of

the first day of stay.

6.7. When the Consumer stays no more than a day, payment is made in the amount of the room rate for one full day.

6.8. In the event of a delay in the departure of the Consumer from the room after checkout time, payment is made by the Consumer (Customer) independently at the prices of the Contractor:

up to 6 hours after checkout time - hourly pay;

more than 6 hours, but less than 12 hours after checkout time - payment for half a day;

from 12 to 24 hours after checkout time - payment for a full day.

6.9. Cancellation policy (cancellation of booked services):

- The Customer's cancellation of the booked hotel services without penalties must be declared to the Contractor in writing at least 14 (fourteen) calendar days in high season (from 20.04 to 15.10) and at least 10 (ten) days in low season (from 16.10 to 19.04) before the date of arrival of a group of Consumers or an individual Consumer.

- Late cancellation, as well as non-arrival of Consumers at the Accommodation Facility within 12 hours from the time of the established checkout time (if there is an not canceled request), entail payment by the Customer (Consumer) of the daily cost of the booked hotel services.

6.10. When the Customer pays for services by bank transfer, the funds are returned within 10 working days from the date of consideration of the application for refund using the bank details specified in this application.

6.11. All additional services provided by the Contractor are paid by the Consumers independently at the cash desk of the Accommodation facility. In case of payment for additional services by the Customer, he sends an application to the Contractor and indicates the terms and form of payment for additional services.

6.12. Settlements between the Parties are made in rubles, both in cash and by bank transfer, in the ways agreed by the parties in this Agreement, and are considered made from the moment the funds are deposited with a credit institution, a bank payment agent or the Contractor's cashier. If the Customer (Consumer) has booked a room in the Accommodation Facility for a certain period of time, and was forced to leave earlier than this period, the Customer (Consumer) is obliged to notify the Contractor about the change in terms of residence 24 hours before leaving the Accommodation Facility. Otherwise, the Customer pays the Contractor actually incurred expenses in the amount of the daily cost of living in the room.

6.14. From the moment of the advance payment by the Customer, the Agreement for the provision of hotel services is automatically considered concluded.

6.15. Services are provided subject to full payment by the Customer. Payment for services under this Agreement for the Customer by any third party does not change the rights and obligations of the Customer under this Agreement.

6.16. The Customer independently monitors the change in the Contractor's details specified in this Agreement, and is responsible for the correctness of the non-cash payments made by him.

6.17. Services at the discretion of the Customer can be paid in one of the following ways:

- By bank transfer of funds to the settlement account of the Contractor;

- For cash to the Contractor's cashier;

- Bank card;

- Online payment via the link to Internet Acquiring (the link is sent by the manager of



the booking department).

- Payment is made through UBRIR using Bank cards of the following payment systems:

- WORLD,

- VISA International,

- MasterCard Worldwide.

The Customer's obligation to pay for the Contractor's services is deemed fulfilled at the moment the prepayment/corresponding funds are credited to the account or to the Contractor's cashier.

## **7. Obligations and rights of the parties**

7.1. The Contractor undertakes:

7.1.1. Provide the Customer with the selected and paid services. Provide accommodation and food for Consumers.

7.1.2. During the term of this agreement, provide the Customer with the services paid for by him, indicated in the receipt, check, in accordance with the current legislation, the terms of this offer, current tariffs and prices.

7.1.3. Maintain the confidentiality of the Customer's information received from him during registration, with the exception of cases provided for by the current legislation of the Russian Federation.

7.1.4. Provide quality services. Take timely measures to prevent and regulate violations of the quality of services provided. Timely inform the Customer about changes in the structure of services provided under this agreement and the conditions for their provision.

7.1.5. Ensure compliance with fire safety and sanitary standards and rules.

7.1.6. Provide hotel services to Consumers in accordance with the Rules for the provision of hotel services in the Russian Federation, approved by the Decree of the Government of the Russian Federation dated 09.10.2015. No. 1085.

7.2. The Contractor has the right:

7.2.1. To approve and change the terms of this offer, Tariffs, Accommodation rules, booking rules, about which the CUSTOMER is notified at least 3 (three) calendar days before such changes by posting information on information forms and on the Contractor's website. The Customer agrees and acknowledges that making changes to this offer, Tariffs, Accommodation Rules, booking rules, entails making these changes to the Agreement concluded and valid between the Customer and the Contractor, and these changes come into force simultaneously with the entry into force of such changes in offer.

7.2.2. Demand from the Customer monetary compensation for the damages caused, in an amount not less than the cost of the damaged (destroyed) property of the Contractor.

7.3. The customer (consumer) is obliged:

7.3.1. Timely and in full provide the information necessary for the provision of services, as well as assist the Contractor in removing obstacles to the proper execution of the Agreement.

7.3.2. Comply with the Rules for the provision of hotel services in the Customer

Accommodation and the rules of fire safety, Federal Law of the Russian Federation of 23.02.2013 No. 15-FZ "On protecting the health of citizens from the effects of ambient tobacco smoke and the consequences of tobacco consumption."

7.3.3. Accept and pay for the services provided by the Contractor in full.

7.3.4. Timely pay for additional services provided by the Contractor.

7.3.5. Compensate for damage caused to the Contractor's property in case of loss or damage to property.

7.4. The customer has the right:

7.4.1. Refuse services by terminating this Agreement, subject to the obligatory observance of the conditions established by Sections 5, 6 of this Offer Agreement, reimbursing the Contractor for the expenses actually incurred by him.

7.4.2. If deficiencies in the provided service are found at their choice, demand:

- gratuitous elimination of deficiencies

- a corresponding reduction in the price for the service rendered.

The consumer who has discovered deficiencies in the service provided is obliged to immediately notify the Contractor about this (at the Reception and Accommodation Department). Otherwise, the Contractor is released from liability for shortcomings in the provision of services.

## **8. Liability of the parties**

8.1. The parties are responsible for non-fulfillment and/or improper fulfillment of obligations assumed under this Agreement in accordance with current legislation, the Rules for the provision of hotel services in the Provider's Accommodation Facility and this Agreement.

8.2. If it is impossible to fulfill this Agreement, which arose through the fault of the Customer, the Consumer or his visitors, the services shall be paid in full.

8.3. Fines under this Agreement are levied at the current Tariffs of the Customer, excluding discounts and special prices (special offers).

8.4. The consumer, in accordance with the legislation of the Russian Federation, compensates for damage in case of loss or damage to the Contractor's property in the Accommodation Facility, and is also responsible for other violations.

8.5. In case of violation by the Consumer of clause 7.3, the Consumer is obliged to pay the Customer a fine in accordance with the current Price lists for each violation, as well as reimburse the costs incurred by the Contractor.

8.6. If the Consumer has not arrived and / or has not contacted the Contractor by 07.00 in the morning of the next day, the booking will be canceled. The Consumer is charged a penalty equal to the first day of stay for the actual simple room. For the remaining prepayment amount - a refund is issued. In case of arrival of the Consumer after 07.00 in the morning of the next day, his placement is made on a first come, first served basis and subject to availability.

8.7. The Consumer bears joint responsibility for losses and other damage caused by the actions (inaction) of the Consumer's visitors in the Accommodation Facility.

8.8. If visitors refuse to pay for damages for damage to property in the Accommodation Facility, the Consumer (Customer) undertakes to pay the invoices

issued to visitors. It includes the payment for damage to property on the basis of an act on damage to property, drawn up in accordance with the local acts of the Contractor.

8.9. In the event that the Customer pays for services in an amount less than that provided for in this Agreement, the amount of the payment made shall pay off, first of all, the amount of the principal debt, and then penalties, interest and other penalties.

## **9. Processing of personal data**

9.1 The customer, making the acceptance of the offer, gives his consent to the processing of his (Consumers) personal data, in accordance with the Federal Law of July 27, 2006 No. 152-FZ "On Personal Data".

9.2. In the interests of executing the contract, the personal data of the Customer (Consumer) include the following:

- Surname, name, patronymic of the Customer or the person whose interests he represents;
- Date of birth of the Customer (Consumer) or the person whose interests he represents;
- Residence addresses of the Customer or the person whose interests he represents;
- Phone number of the Customer or the person whose interests he represents;
- Email address of the Customer or the person whose interests he represents;
- Passport data of the Customer or the person whose interests he represents;

9.3. The consent is valid until the expiration of the offer agreement.

9.4. Consent is considered withdrawn in the event of early termination of the contract for any reason.

9.5. After the expiration of the contract or withdrawal of consent to the processing of personal data, the Contractor must immediately stop processing the personal data of the Customer (Consumer) and destroy the content of his personal data in the information system and on material media within a period not exceeding fifteen working days from the date of expiration of the contract offer, or, if the legislation establishes a storage period for documents containing personal data of the Customer (Consumer), then within a period not exceeding three working days from the date of the expiration of their storage period established by law.

## **10. Validity period, prolongation, change, termination of the offer agreement**

10.1. The offer agreement comes into force from the moment specified in clause 5.14 of this offer, and is valid until the expiration of the purchased services selected by the Customer.

10.2. Prolongation of the agreement is carried out by paying for the Contractor's services in accordance with the Tariffs in force at the time of payment until the expiration of the current agreement.

10.3. Termination of this agreement is allowed by agreement of the parties or by a court decision on the grounds provided for by civil law.

10.4. In the event of termination of this agreement by agreement of the parties, the agreement terminates from the day when the parties reached an agreement to

terminate the dispute concluded between them.

10.5. In accordance with the "Regulations on the specifics of cancellation or transfer of booking a place in a hotel or other accommodation facility with respect to the grounds, procedure, terms and conditions for such transfer and (or) refund to customers (consumers) of the amounts paid by them when booking, for 2020 and 2021, approved by the Government of the Russian Federation of July 20, 2020 N 1078, in connection with the introduction of high alert or emergency regimes throughout the territory of the Russian Federation or in its part, the Contractor provides the provision of hotel services and (or) services for temporary accommodation (accommodation) of Consumers in the Accommodation Facility specified in the booking made by the Customer (Consumer), by transferring the booking to a later date, determined additionally by agreement between the Contractor and the Customer (Consumer).

10.5.1. Reservation can be transferred for a period of 18 months from the date on which the Customer (Consumer) made the reservation, but no later than December 31, 2021, and also provided that the accommodation services were paid by the Client (Consumer) in whole or in part.

10.5.2. In the event of a decision to provide equivalent services placement by transferring the reservation, the Contractor, no later than 60 calendar days from the date of entry into force of the said resolution, sends the Customer (Consumer) a notification containing the Contractor's obligation to provide the Customer (Consumer) with equivalent accommodation services within 18 months from the date on which the Customer (Consumer) a reservation was made, but no later than December 31, 2021

10.5.3. During the term of the obligation, the Contractor is obliged to provide equivalent accommodation services within the terms agreed with the Customer (Consumer) while maintaining the price of the place and (or) number in the Accommodation Facility.

10.5.4. Keeping the price of a room in the Accommodation facility means the Contractor's obligation to ensure the provision of equivalent accommodation services to the Customer (Consumer) without additional payment, including if the cost of equivalent accommodation services at the time of their actual provision turns out to be higher than the price of the room in the Accommodation facility as of date of booking.

10.5.5. Equivalent accommodation services mean the provision of accommodation services by the Contractor to the Customer (Consumer), the consumer properties of which correspond to the reservation made by the Customer (Consumer), including the corresponding catering services and other additional services included in the room price in the Accommodation Facility, the category of the hotel room not lower category provided for in the booking.

By agreement of the parties, the consumer properties of equivalent accommodation services may be changed.

10.5.6. In case of refusal of the Customer (Consumer) from equivalent accommodation services, as well as in other cases of cancellation of a booking on his initiative or if the Customer (Consumer) has not used equivalent accommodation services before the expiration of the obligation, the booking is

canceled and the Contractor shall refund the Customer (To the Consumer) the amounts paid by him when making a reservation no later than December 31, 2021, except for the following cases:

10.5.7. At the request of a Consumer who has reached the age of 65, or a Consumer who is in a difficult life situation that occurred during the period of validity of the decree of the Government of the Russian Federation dated July 20, 2020 N. 1078, the Contractor is obliged to return the amount paid by the Customer (Consumer) for the placement services within 90 calendar days from the date of the specified requirement, but no later than December 31, 2021.

10.5.8. A difficult life situation of the Consumer means any of the following circumstances:

- the presence of the consumer's disability, confirmed in the prescribed manner;
- temporary incapacity for work of the Consumer for a period of more than 2 months;
- registration of the Consumer as an unemployed citizen who has no earnings, in the employment service in order to find a suitable job.

## **11. Other conditions**

11.1. Failure to exercise this or that right within the framework of the offer agreement, the powers or intentions provided for by the offer agreement does not mean either the Contractor's refusal from the terms and conditions of the offer agreement in the event of the next violation, nor does he refuse his rights to demand compliance with the terms of the offer agreement at any time subsequently.

11.2. The offer agreement is a complete agreement between the Contractor and the Customer. The Contractor does not assume any conditions and obligations in relation to the subject of the offer, except for those specified in the offer, which govern the execution of the offer agreement, except for the case when such conditions or obligations are fixed in writing and signed by authorized representatives of the Contractor and the Customer. If any of the terms of the Appendices or additional agreements to the offer agreement contradict the terms of the offer, the provisions of the offer will prevail.

11.3. The Customer enters into an offer agreement voluntarily, while the Customer:

- a) fully familiarized himself with the terms of the offer,
- b) fully understands the subject of the offer and the terms of the offer agreement,
- c) fully understands the meaning and consequences of his actions in relation to the conclusion and execution of the Offer Agreement.

11.4. The customer has all the rights and powers necessary to conclude and execute the offer agreement.

11.5. If any of the terms of the offer is recognized as invalid or illegal, or cannot enter into force in accordance with the current legislation of the Russian Federation, this is removed from the offer and replaced by a new provision that most closely matches the original intentions contained in the offer, while the rest of the provisions of the offer do not change and remain in effect.

11.6. The Parties acknowledge the legal force of documents (including requests for reservations, confirmation of reservations, notifications of changes or cancellations of reservations, etc.) sent (received) by the Parties by e-mail under this agreement. When considering a dispute in court, these documents are equated to the original documents. Documents sent by e-mail without using an electronic digital signature are recognized by the parties having legal force and are admitted as written evidence.

11.7. The date of receipt of messages/information sent via E-mail, as well as the date of response to messages, is the date of processing of the incoming email by the mail server of the Party under this agreement that received the corresponding email. Replies to messages sent by one Party are sent by the other Party to the return address of the received email or to the email address for feedback specified by the Party in the message.

11.8. The customer does not have the right to assign any rights or obligations under the agreement concluded by the Contractor and the Contractor without the prior written consent of the Contractor.

## **12. Acts of providence (force majeure)**

12.1. The parties are released from liability for partial and complete non-use of obligations under this agreement, if they prove that the failure to perform was the result of force majeure circumstances. In this case, the term for fulfilling the obligations is extended for the duration of the specified circumstances.

12.2. The party for which the impossibility of fulfilling the obligations assumed has been created is obliged, no later than 10 days from the moment of the force majeure circumstances, to notify the other party in writing, indicating the expected term for the termination of these circumstances.

12.3. In exceptional cases, the Contractor reserves the right to replace the pre-booked room with a room of equal or higher class, without the cost of accommodation or a full refund of the prepayment to the Customer. In this case, the Contractor immediately informs the Customer (Consumer) about the replacement or refund of the prepayment.

### **CONTRACTOR's details:**

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