



IE Dyakov Ivan Borisovich  
PSRN 312235234200024 / TIN 463226816719  
354000 Sochi, Central district  
Morskoy ln, 1/1  
Hotline, Booking Department: 8 (800)302-57-92  
E-mail: [zakaz@grace-gorizont.ru](mailto:zakaz@grace-gorizont.ru)



I affirm:  
Individual entrepreneur  
I.B. Dyakov  
October 15,  
2020

## Reservation rules in the Hotel "Grace Gorizont"

### Generalities

This document is an official offer (public offer) OF IE Dyakov I. B., hereinafter referred to as the CONTRACTOR, and contains all the essential conditions for booking, paying and providing rooms to consumers at the "Grace Gorizont".

In accordance with paragraph 2 of article 437 of the Civil Code of the Russian Federation (CC RF) in case of acceptance stated below conditions and payment services a legal entity (including entered into a separate contract for services to the CONTRACTOR in the interests of a third party) or natural person (acting in their own interests or in the interests of minor children), producing the acceptance (admission) of this offer becomes the CUSTOMER (in accordance with paragraph 3 of article 438 of the CC RF, accepting an offer is equivalent to entering into a contract 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 offers you to refuse to purchase services.

### Basic concepts used in this Regulation:

"Booking" is pre-order of places and (or) rooms in a hotel or other accommodation facility by the customer (consumer);

"Customer" is a natural person (legal entity) who orders or purchases hotel services and (or) services for temporary accommodation of natural persons in the accommodation facility in favor of the consumer;

"Contractor" is a legal entity (a branch of a foreign legal entity included in the state register of accredited branches and representative offices of foreign legal entities) or an individual entrepreneur that provides consumers with hotel services and (or) services for temporary accommodation of natural persons in the accommodation facility;

"Consumer" is an individual who orders or purchases and (or) uses hotel services and (or) services for temporary accommodation of individuals in the accommodation facility for personal and other needs not related to the implementation of business activities.

The terms "Hotel", "Accommodation Facility" and " Hotel Services "are used in this Regulation in the meanings defined by the Federal Law "On the Basics of Tourist Activity in the Russian Federation".

## **1. Room reservation procedure.**

Room reservations are made by sending a request to the "Grace Gorizont":

- a) from the site;
- b) by e-mail;
- c) by phone: 8 (800)302-57-92;
- d) directly at "Grace Gorizont" at the reception Desk;
- e) requests from portals;
- f) requests from agents.

## **2. The deadline for confirmation of booking.**

- 2.1. The booking department confirms the reservation to the Guest, or refuses to satisfy the request, no later than 20 hours after receiving the booking request.
- 2.2. If the booking request is confirmed, the Guest is sent an invoice for prepayment for accommodation. Guests who have booked a stay must pay a prepayment for the first day of their stay. If the guest accommodation at the "Non--Refundable" rate, the prepayment is made in the amount of 100%.
- 2.3. From the moment the invoice is issued and sent to the Guest, the room indicated in the invoice is considered pre-booked.
- 2.4. The invoice is considered valid for five business days from the date of issue.
- 2.5. If the funds are not credited to the Bank account within five days from the date of issuing the invoice, the hotel has the right to cancel the pre-booking.
- 2.6. If the Guest violates the established payment terms, the reservation is automatically withdrawn from the room.
- 2.7. A mandatory condition for canceling the reservation is to notify the client by the responsible manager by making an outgoing call in order to implement the payment by the client.
- 2.8. The room is considered guaranteed to be booked at the time of receipt of the prepayment to the bank account or to the hotel's cash desk.
- 2.9. The hotel sends the booking confirmation form to the Guest's email address. In the future, this amount is included in the room rate.

## **3. Check - in and check-out rules, check-out time.**

- 3.1. Guests can check in from 15: 00. Check-out time is 12: 00 on the day of departure.
- 3.2. The early check-in/late check-out service is provided upon arrival or departure of the guest. This service cannot be booked in advance:
  - early check-in up to 6 hours before check – out time/ late check-out up to 6 hours after check-out time are estimated at hourly rates.
  - early check-in/late check-out more than 6 hours, but less than 12 hours is 1/2 the cost of a night's stay.
  - early check-in/late check-out for more than 12 hours is equal to a day's stay.
- 3.3. At the time of arrival, the Guest provides the Administrator with a passport and a booking confirmation form (optional).
- 3.4. Pre-paid room Reservation is reserved for the Guest until 07.00 am of the next day after the day of arrival (pre-paid reservation in the amount of 1 night stay or booking from the portal/from the agent).
- 3.5. If the guest does not arrive by 07.00 am on the following day, the reservation will be canceled.
- 3.6. If the Guest arrives after 07.00 am on the following day, his accommodation at the Hotel/Hotel Complex is made in the order of the queue and subject to availability.
- 3.7. If the Guest does not arrive by 07.00 am on the following day, the guest will be charged a fine of one day from the prepayment.
- 3.8. Pre-paid Booking (for more than 1 night) of the room is reserved for the Guest until 12.00 on the day of the next day following the day of arrival.
- 3.9. If the guest has not arrived and/or contacted the hotel by 12.00 on the following day, the reser-

vation will be canceled. The guest will be charged a fine equal to the cost of the first night's stay. For the remaining prepayment amount, a refund is issued.

#### **4. Booking with discounts and promotions.**

**4.1.** If you book for the period of discounts or promotions, please note that discounts are not cumulative and only apply to the main seats. **DISCOUNTS AND PROMOTIONS ARE NOT AVAILABLE FOR ADDITIONAL SEATS!**

**4.2.** If you book a guest at a Regular Guest discount, you must check the guest's history for the number of times you have visited. If the guest was vacationing under a different last name, he must give the last name of the guest who had the previous booking. In this case, the permanent Guest Discount will be valid. Cancelled bookings are not taken into account.

#### **5. Prices for hotel services.**

**5.1.** The cost of services provided to the Guest is indicated in the booking confirmation message. When making final payments between the parties, the price indicated in the booking confirmation message is taken into account.

**5.2.** Children are accepted from any age.

**5.3.** Children under 4 stay at the hotel free of charge, for children over 4 years old an extra bed must be issued.

**5.4.** If there is more than one child under 4 years old in the room, an extra bed is required at the standard rate.

**5.5.** If there is more than one child over 4 years old in the room, an extra bed is required for each child.

#### **6. Payment procedure at the hotel.**

• Services can be paid for in one of the following ways at the Guest's discretion: in a cashless order by transfer of money resources on the settlement account of the hotel;

• by cash at the Hotel's cash desk;

• by card;

• Online payment via the link to Internet Acquiring (the link is sent by the Manager of the Booking Department).

**6.2.** Payment is made via UBRD using Bank Cards of the following payment systems:

• MIR,

• VISA International,

• Mastercard Worldwide.

**6.3.** The Guest's obligation to pay for the hotel services is considered fulfilled when the prepayment/corresponding funds are credited to the current account or to the Hotel's cash desk.

#### **7. Conditions for changing dates of stay**

**7.1.** Any changes to the dates of stay (date of arrival, date of departure, transfer of stay) without penalty can be made In high season from 20.04 to 15.10 no later than 14 days before the date of arrival; in low season from 16.10 to 19.04 no later than 7 days before the date of arrival.

**7.2.** If a Guest has booked a Hotel room for a certain period of time and was forced to leave earlier than this period, the Guest must notify the Hotel of the change of stay 48 hours before leaving the Hotel. Otherwise, the Guest will be charged a fine of one night's stay.

**7.3.** If a Guest has booked a room for a certain period of time and reduces the stay to 1 night upon arrival, the Hotel has the right to refuse this Guest accommodation.

**7.4.** If you need to reschedule your stay:

a) Transfer and change of dates of stay for less than 3 days from the date of arrival is carried out without applying penalties to the Guest.

b) Postponing or changing the dates of your stay for more than 3 days from the date of arrival is considered a cancellation.

**7.5.** The guest's reservation is canceled and a new reservation is made for the specified dates. In this case, a fine of one night's stay will be deducted from the prepayment and will not be transferred to a subsequent booking. When making a reservation for updated dates, the guest will be charged a pre-

payment.

## **8. Cancellation of booking**

8.1. In case of cancellation of the reservation confirmed by the Hotel, a written notification of such cancellation must be sent by the Guest to the Hotel by email in high season from, 20.04 to 15.10, no later than 14 days before the arrival date; in low season, from 16.10 to 19.04, no later than 7 days before the arrival date. In case of violation of this condition, the Guest will be charged a fine in the amount of the cost of one night from the prepayment made for staying in the room of the selected category.

## **9. Prepayment refund procedure**

9.1. If the Guest refuses to book a room and sends a corresponding written notice of refusal to the Hotel's email address no later than specified in clause 8.1 of these booking rules, the prepayment will be refunded to the Guest in full without penalty, except for the transfer fee.

9.2. In turn, the Hotel sends a form to the guest's email for a refund of the Prepayment (money)

9.3. To return the prepayment, the Guest fills out a form (live signature, scan) with full Bank account details and sends it to the Hotel's email address. Refunds are made within 10 business days.

9.4. In all other cases, the prepayment in the amount of one night's stay will not be refunded.

9.5. In accordance with the "Regulations on the specifics of canceling or postponing a reservation in a hotel or other accommodation facility with respect to the grounds, procedure, terms and conditions of such postponement and (or) refund to customers (consumers) of the amounts paid by them when booking for 2020 and 2021", approved by the decree of the Government of the Russian Federation dated July 20, 2020. N 1078, in connection with the introduction of high - alert or emergency modes on the entire territory of the Russian Federation or on its part, the contractor provides hotel services and (or) services for temporary accommodation of natural persons in the Hotel (hereinafter referred to as accommodation services) specified in the reservation made by the customer (consumer), by postponing the reservation to a later date, determined additionally by agreement between the contractor and the customer (consumer).

- The transfer of the reservation can be made 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 are paid for by the customer (consumer) in full or in part.

- If a decision is made to provide equivalent accommodation services by rescheduling the reservation, the contractor shall send 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) made the reservation, but no later than December 31, 2021. (hereinafter, respectively, the obligation, the term of the obligation).

- During the term of the obligation, the contractor is obliged to provide equivalent accommodation services in the terms agreed with the customer (consumer), while maintaining the price of the place and (or) hotel room.

- Saving the price of a Hotel room is understood as the contractor's obligation to ensure that the customer (consumer) receives equivalent accommodation services at no additional cost, including if the cost of equivalent accommodation services at the time of their actual provision is higher than the price of the room in the accommodation facility as of the booking date.

- Equivalent accommodation services are understood to mean the provision by the contractor to the customer (consumer) of accommodation services, the consumer properties of which correspond to the reservation previously made by the customer (consumer), including the corresponding catering services and other additional services included in the price of a room in the Hotel, the category of the hotel room is not lower than the category provided by the booking..

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

- If the customer (consumer) refuses equivalent accommodation services, as well as in other cases of cancellation of the reservation on its own initiative, or if the customer (consumer) did not use equivalent accommodation services before the end of the obligation, the reservation is canceled, and the contractor returns to the customer (consumer) the amounts of money paid by them during the

booking process no later than December 31, 2021, except for the following cases :

- 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 of July 20, 2020. N 1078, the contractor is obliged to return the monetary amount paid by the customer (consumer) for placement services within 90 calendar days from the date of submission of the specified request, but no later than December 31, 2021.

- A consumer's difficult life situation is defined as any of the following circumstances:
  - whether the consumer has a disability confirmed in accordance with the established procedure;
  - temporary disability of the consumer for more than 2 months in a row;
  - registration of a consumer as an unemployed citizen who does not have earnings in the employment service in order to find a suitable job.

#### **10. Force majeure and other conditions**

10.1. In exceptional cases, the Hotel reserves the right to replace a 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 Hotel immediately informs the customer about the replacement or refund of the prepayment.

10.2. The customer enters into a voluntary contract offer, the Customer: a) is fully acquainted with the terms of the offer, b) fully understands the subject of the offer and the terms of the contract, C) fully understands the meaning and consequences of their actions in relation to the conclusion and execution of the Contract.

10.3. The customer has all the rights and powers necessary for the conclusion and execution of the offer agreement.

10.4. If any of the terms of the offer is declared invalid or illegal, or cannot enter into force in accordance with the current legislation of the Russian Federation, such provision is removed from the offer and replaced with a new provision that best meets the original intentions contained in the offer, while the remaining provisions of the offer do not change and remain in force.

10.5. When paying the invoice, the Customer automatically confirms their agreement with the hotel booking rules.