

**Public contract-offer for the provision of hotel services**

Russia, Moscow

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**1. GENERAL INFORMATION**

1.1 This Offer is an official, public and irrevocable offer of the Lika Limited Liability Company (hereinafter referred to as the Contractor), represented by the General Director Punia Alla Andreevna, acting on the basis of the Charter, to conclude an agreement for the provision of hotel services with the Customer on the terms of this public contract offer (hereinafter referred to as the Agreement).

1.2 The public offer agreement is concluded in a special manner: by accepting this Agreement, i.e. full and unconditional response of the person about its acceptance (Article 438 of the Civil Code of the Russian Federation). In accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, the acceptance of the essential conditions contained in this Agreement is tantamount to concluding an agreement for the provision of hotel services. This Agreement has legal force in accordance with Art. 434 and is equivalent to an agreement signed by the parties.

1.3 The fact confirming the full and unconditional acceptance (acceptance) of the conditions of this public offer set out below is the payment by the Customer for services (in accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, acceptance of an offer is tantamount to concluding an agreement on the conditions set forth in the offer). Payment for a booking request is also considered an acceptance of the offer, which is equivalent to the conclusion between the Customer and the Contractor of an agreement for the provision of hotel services on the terms and conditions set forth in this offer.

1.4 This Agreement is considered concluded from the moment of its acceptance and is valid until the parties fulfill all their obligations under this Agreement.

1.5 By taking actions to accept this Agreement, the Customer confirms its legal capacity and capacity, the Customer's attainment of the age of 18 years, as well as the Customer's legal right to enter into contractual relations with the Contractor.

**2. BASIC CONCEPTS**

The following basic concepts are used in the Agreement:

**Offer** - a public offer of the Contractor, addressed to any individual (citizen), to conclude an agreement with him for the provision of paid services (hereinafter referred to as the "Agreement") on the existing conditions contained in the Agreement, including all its annexes;

**Contractor** - Lika LLC;

**Customer (Client)** - an individual who has entered into an Agreement with the Contractor on the terms contained in the Agreement;

**Contractor's website** - Contractor's website [www.hotelizdatel.ru](http://www.hotelizdatel.ru)

**Guaranteed Reservation** - a reservation prepaid in the amount of at least 30% of the total cost of the reservation (EXCEPT for bookings on public holidays, where the reservation is paid in the amount of 100% at least 21 calendar days in advance);

**Non-guaranteed reservation** - a reservation that is not confirmed by making an advance payment.

**Group client** - Customers who booked and made an advance payment for the services of the Hotel "izdatel'" for 10 or more people at the same time in the Hotel on the same dates.

**Hotel services** - services related to accommodation, accommodation at the Hotel izdatel' and other related services provided by the Contractor to the Customer in accordance with the Rules for the provision of hotel services in the Russian Federation (approved by the Decree Government of the Russian Federation dated 09.10.2015 No 1085), other regulations, as well as the Procedure for staying at the Hotel izdatel'.

**Hotel** - hotel "izdatel'", located at the address: 125009, Russia, Moscow, st. Tverskaya, 12, building 2, floor 3;

**Reception** - The entrance area in the Hotel with a reception desk, located on the 3rd floor of the building. It is the workplace of the administrator, the place of registration, check-in and check-out of guests, as well as the place for receiving written statements and oral requests from the guest.

### 3. SUBJECT OF THE CONTRACT

3.1. Under the Agreement, the Contractor undertakes to provide the Customer with hotel services, and the Customer undertakes to pay for hotel services on the terms provided for in this Agreement.

3.2. The cost of hotel services is indicated in the Price List published on the Contractor's Website, as well as directly at the Hotel at the Reception.

3.3. Description of the hotel rooms:

3.3.1 "Budget" – room of 12 sq.m. (including a bathroom), located on the third floor, without a balcony. The room is designed to accommodate 2 people.

3.3.2 "Standard" – room of 15 sq.m. (including a bathroom), located on the third floor, without a balcony. The room is designed to accommodate 2 people.

3.3.3 "Superior double / superior double with 1 bed or 2 separate beds" - room of 17 sq.m. (including a bathroom) is located on the third floor. The room is designed to accommodate 2 people.

3.3.4 "Junior Suite" - room of 20 sq.m. (including a bathroom), located on the third floor. The room is designed to accommodate 2 people.

3.3.5 "King Suite / Standard Suite" - room of 22 sq.m. (including a bathroom), located on the third floor. The room is designed to accommodate 4 people.

3.3.6 "Suite with a king-size bed and a jacuzzi" - a room of 24 sq.m. (including a bathroom with a jacuzzi and a view of Tverskaya street), located on the third floor. The room is designed to accommodate 2 people.

3.3.7 "Family Quadruple Room" - two-room suite with a total area of 30 sq.m. (including a bathroom with jacuzzi), located on the third floor. The room is designed for 4 people.

3.4. In the rooms of the category "King Suite / Standard Suite" and "Family quadruple room" it is possible to install 1 extra bed. In case of installing an extra bed, the Customer is warned that the number of people living in the room will be higher than the standard, the free space of the room will be significantly less, which will lead to a decrease in the comfort of the room.

3.5. Working hours of the Hotel - around the clock.

3.6. Arrival and registration of Customers is carried out around the clock.

3.7. Check-in time at the Hotel is 14:00, check-out time is 12:00 local time (MSK). In case of a delay in the departure of the Customer after the checkout time (12:00 Moscow time), a fee of 500 rubles per hour will be charged for each hour, but not more than 3 hours. Further, the cost of half a day until 18:00 is charged, when leaving after 18:00 - the cost of a day.

3.8. Room cleaning is mandatory once a day.

3.9. Change of bed linen and towels in rooms of all categories is made once every three days. At the request of the guest, for an additional fee, additional cleaning of the room and replacement of linen or towels can be made.

### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The performer is obliged:

4.1.1. Provide the Customer with information about the services of the Hotel and their cost, information about additional services provided for a fee, as well as the rules for staying at the Hotel, by posting the specified information on the Contractor's Website, as well as in the Hotel.

4.1.2. Provide the Customer with a room in the Hotel after payment by the Customer.

4.1.3. At the request of the Customer, inform him by phone about the availability of rooms, as well as confirm the acceptance of the booking request by the Contractor.

4.1.4. Provide the Customer with hotel services in accordance with the Rules for the provision of hotel services.

4.1.5. Issue to the Customer documents on the cost, payment and terms of residence.

4.1.6. Ensure the registration of arrival / departure of arriving / departing persons around the clock.

4.1.7. At the request of the Customer, eliminate the shortcomings of the services provided within 2 (two) hours from the moment the relevant requirement is presented by the Customer, or offer an

#### 4.2. The performer has a right:

- 4.2.1. When checking in, require the Customer to provide an identity document (passport, for minor guests - a birth certificate).
- 4.2.2. Require the Customer to adhere to all procedures for ordering and booking hotel services strictly according to the rules set out on the Contractor's website and in this Agreement.
- 4.2.3. Require the Customer to fully agree with the terms of the Offer. Without agreeing to the terms of the offer, refuse to provide services to the Customer.
- 4.2.4. Require the Customer to fully pay for the cost of hotel services, as well as additional services provided to the Customer before the actual provision.
- 4.2.5. In exceptional cases, replace previously confirmed hotel rooms with rooms of the same category or higher at no additional charge.
- 4.2.6. Visiting the room where the Customer lives without the Customer's consent for the purpose of cleaning or technical work in the room, in case of smoke, fire, flooding, as well as in case of violation by the guest of this Agreement, public order, the procedure for using household appliances.
- 4.2.7. In the absence of the Customer in the room at the place of residence for more than a day or after 6 hours from the moment of its checkout time, create a commission, make an inventory of the property in the room, remove the property from the room. The property will be at the Reception during the day, after which it can be transferred to the police.
- 4.2.8. Involve third parties for the performance of services in order to fulfill this contract.

#### 4.3. The customer is obliged:

- 4.3.1. Familiarize yourself with this Agreement, as well as with the Procedure for staying at the hotel "izdatel'" posted on the Contractor's Website [www.hotelizdatel.ru](http://www.hotelizdatel.ru).
- 4.3.2. Comply with the conditions of stay at the Hotel, established by the Procedure for staying at the izdatel' Hotel, fire safety rules and rules for the use of electrical appliances, as well as the conditions stipulated by this Agreement.
- 4.3.3. Observe the order of living in the Hotel, cleanliness, silence and public order in the rooms and in the Hotel.
- 4.3.4. Do not hand over the key to the room and do not allow unauthorized persons to enter the Hotel. At the written request of the Customer, the Contractor allows their visit with a separate pass. The customer is responsible for the actions of third parties invited by him to his room.
- 4.3.5. When leaving the room, close windows, taps, turn off the lights, TV, close the room.
- 4.3.6. In case of loss or damage to the property of the Hotel, compensate the actual damage caused to the Contractor (according to the Price List of damage to property).
- 4.3.7. Pay for the services of the Contractor on the terms of this Agreement.
- 4.3.8. To independently get acquainted on the Contractor's Website, as well as in the Hotel with information about the types of services, prices for them and the conditions for their provision. Timely provide all necessary reliable information (full name of the Customer, passport data, accurate information about your postal address, phone number, e-mail) necessary for the Contractor for prompt communication with the Customer) and original documents for the provision of services by the Contractor.
- 4.3.9. Notify the Contractor of changes in the reservation or cancellation of the reservation in writing within the time limits specified in this Agreement.
- 4.3.10. At the end of the period of stay, vacate the room before the check-out time (12.00 of the current day), the extension of the period of residence is made only if there is no reservation for this room. If there are free rooms, if necessary, the guest can be provided with another room.

#### 4.4. The customer has the right:

4.4.1. Receive from the Contractor information related to the terms and conditions for the provision of services.

4.4.2. If you wish, refuse to continue using the services of the hotel. In this case, he is obliged to contact the administrator within 24 (twenty-four) hours, from the check-in time, at the Reception and write a written statement of refusal to continue using the services on the hotel's letterhead addressed to the director. Otherwise, the services are considered to be rendered properly for the entire booked period and are payable in full.

4.4.3. In agreement with the Contractor, extend the period of stay in excess of the previously paid, for which the Customer must notify the administrator at the Reception no later than two hours before the check-out time. Subject to availability, the Contractor may extend the period of stay, but within 60 days. If the Customer has not booked further hotel accommodation, he is provided with one hour of free check-out time.

### 5. PROCEDURE FOR BOOKING AND PAYING FOR A ROOM

5.1. Booking a room in the Hotel is carried out by the Customer independently with the help of Internet resources. An application for booking a room can also be sent by the Customer to the administrator or manager of the Hotel by phone +7 925 500 40 10 or e-mail [info@hotelizdatel.ru](mailto:info@hotelizdatel.ru).

5.2. The payment for accommodation and services at the hotel is set by the price list approved by the Contractor and posted on the website [www.hotelizdatel.ru](http://www.hotelizdatel.ru). Payment can be made in cash, or by non-cash transfer under an agreement, using settlement or bank cards, online booking systems or in any other way. Check-in of the Customer in the Hotel is made only after preliminary 100% payment for accommodation. A receipt or check and an invoice for the services rendered are issued to the Customer at his request directly at the hotel after payment for the relevant service.

5.3. Mutual settlements between the Contractor and the Customer are made in rubles. Payment by bank transfer is made by the Customer to the settlement account of the Contractor within 3 (three) banking days from the date of issuing an invoice or receipt by the Contractor for payment for services.

5.4. The fact of a non-cash payment is the receipt of the Customer's money to the Contractor's settlement account.

5.5. The reservation is considered guaranteed only after making at least 30% of the payment for accommodation (with the exception of booking arrivals dedicated to public holidays, the booking of which is paid in the amount of 100% at least 20 calendar days in advance). The reservation is considered non-guaranteed if the Customer has not made an advance payment. If a client appears who is ready to make an advance payment for the reservation, the Contractor informs the Customer about this and offers to make an advance payment for the reservation in order to keep the room for the Customer, otherwise the Contractor has the right to cancel the Customer's reservation, accommodate another client.

5.6. A refund to the Customer for a guaranteed reservation is made if the Customer has applied to the Contractor with a written application or by e-mail [info@hotelizdatel.ru](mailto:info@hotelizdatel.ru) no later than:

5.6.1. 7 calendar days before the date of arrival, provided that the period of his stay at the Hotel does not overlap with the period of public holidays.

5.6.2. 21 calendar days before the date of arrival, provided that the period of his stay at the Hotel coincides in whole or in part with the period of public holidays.

5.7. A refund to the Group for a guaranteed reservation is made if the Group has applied to the Contractor with a written application or by e-mail [info@hotelizdatel.ru](mailto:info@hotelizdatel.ru) no later than:

5.7.1. 14 calendar days before the date of arrival, provided that the period of their stay at the Hotel does not overlap with the period of public holidays.

5.7.2. 30 calendar days before the date of arrival, provided that the period of his stay at the Hotel coincides in whole or in part with the period of public holidays.

5.8. The date of receipt of the application for the return of funds is the day the Contractor receives the relevant application to the actual address or e-mail [info@hotelizdatel.ru](mailto:info@hotelizdatel.ru).

5.9. In case of non-compliance with the deadlines specified in paragraphs 5.7, 5.7.1, 5.7.2 for the Customers and 5.8, 5.8.1, 5.8.2 for Group clients, the funds deposited by the Customer as payment for a



guaranteed reservation are not refundable. If the booking is canceled less than 7 calendar days in advance (for Groups less than 14 calendar days), but more than 24 hours before the check-in time - 14:00 Moscow time, the prepayment of the booking is kept on deposit in full. If the booking is canceled less than 24 hours before the check-in time (14:00 Moscow time), 50% of the booking cost of the 1st (first) day of stay is withheld, the rest of the money remains on deposit at the Hotel. At the same time, the Customer recognizes the actions of the Contractor as completely lawful and has no claims.

5.10. Depending on the date and length of stay, the room rate may differ from the Contractor's price list. The cost of living may also include catering services, leisure activities and other services. The actual cost of accommodation services for the relevant dates, indicating the list of services provided, included in the cost of living, are indicated on the Contractor's Website.

5.11. The payment for accommodation is charged from the beginning of the checkout time at the hotel, regardless of the actual time the guest checks into the room. If the client stays in the room for no more than a day (up to 24 hours), the fee is charged for a full day.

5.12. In case of a delay in the departure of the client later than the prepaid period, the fee for the extension of stay is charged in the following order:

5.12.1. from 1 to 3 hours after the checkout time - hourly payment of 500 rubles. hour;

5.12.2. from 3 to 6 hours after the checkout time - payment for half a day;

5.12.3. from 6 to 24 hours after the checkout time - payment for a full day.

5.13. In case of non-arrival of the Customers at the Hotel for a period of more than 24 hours, counting from the hour of check-in, the accommodation service for this day is considered to be completed.

## **6. RESPONSIBILITY OF THE PARTIES**

6.1. For non-fulfillment or improper fulfillment of obligations under this Agreement, the Contractor and the Customer shall be liable under the current legislation of the Russian Federation.

6.2. In case of damage and (or) destruction of the property located in the hotel by the residents, the Customer undertakes to fully compensate the damage caused to the Contractor in the amount of the market value of such property in full.

6.3. The Contractor is not responsible if the services do not meet the subjective expectations of the Customer.

6.4. The Contractor shall not be liable for violation of the terms of this Agreement if such violation is caused by force majeure circumstances. Such circumstances, in particular, include: flood, fire, earthquake, mudflow, landslide, snow avalanches and drifts, and other natural phenomena, as well as war, hostilities, blockade, blocking of the road leading to the Hotel, disconnection of external power supply, prohibitive actions of the authorities and acts of state bodies that arose during the operation of this Agreement, which the Parties could not foresee or prevent.

6.5. The hotel provides its clients with free Internet access (Wi-Fi) through an external provider. The Hotel is not responsible for the actual availability and speed of Internet access, communication quality and other characteristics. On the issue of the quality of the provision of these services, the Customer can contact the provider.

6.6. The hotel is not responsible for the work of utilities: emergency power outage and the quality of the services they provide.

6.7. The hotel is not responsible for the safety of money, jewelry and valuables of the Customer left or forgotten in the room and on the territory of the hotel. Except for the ones left in the safe in the room. In case of discovery of forgotten things, the hotel administration immediately notifies the owner of the things. If the person who has the right to claim the forgotten thing, or the place of his stay is unknown, the Contractor reports the find to the police.

6.8. Disputes related to the execution of this Agreement are subject to consideration by the appropriate court at the location of the Contractor with the obligatory observance of the claim procedure. A claim in writing must be sent to the Contractor's postal address. Claim response time: 30 calendar days from the date of receipt.

## **7. PROCESSING OF PERSONAL DATA**

7.1. The Contractor undertakes not to disclose to third parties and not to distribute the personal data of the Customer without the consent of the latter, unless otherwise provided by federal law.

7.2. When concluding this agreement, the Customer agrees to the processing of his personal data by the Contractor for the purpose of providing hotel services at the Hotel, as well as for the purpose of conducting marketing research, sending promotional offers and informational messages.

7.3. In order to fulfill the requirements of paragraph 3 of Art. 3 of the Federal Law No. 152-FZ "On Personal Data", I give my consent to the Hotel to process my personal data, namely: last name, first name, patronymic, date of birth, place of birth, gender, citizenship, passport data, registration address, address of residence, date of registration, phone number, email address, passport expiration date.

7.4. During the processing of my personal data by the Hotel, the following actions can be performed: collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer to the Federal Migration Registration authorities, depersonalization, blocking, deletion, destruction of personal data from information systems Hotels.

7.5. Consent to the processing of personal data can be withdrawn by sending a written response to the Hotel or by delivering an application for the withdrawal of personal data against receipt to an authorized person of the Hotel.

7.6. In case of withdrawal of its consent to the processing of personal data, the Hotel has the right to continue processing personal data without my consent only in cases provided for by the legislation of the Russian Federation.

7.7. The processing of personal data is carried out by the Hotel using automation tools and without the use of such tools.

7.8. This consent is valid until the date of its withdrawal in writing.

7.9. The Contractor reserves the right to publish and further use the Customer's image (including his photographs, as well as video recordings) on the Contractor's official website ([www.hotelizdatel.ru](http://www.hotelizdatel.ru)) and does not require additional approval.

## **8. PROCEDURE FOR AMENDING AND TERMINATION OF THIS AGREEMENT**

8.1. The Contractor reserves the right to make changes to the terms of this Agreement at any time. If the time of entry into force of the changes is not additionally specified, they come into force from the moment they are published on the Contractor's Website [www.hotelizdatel.ru](http://www.hotelizdatel.ru).

8.2. This Agreement may be terminated by the Contractor unilaterally in case of violation by the Customer of the Rules for the provision of hotel services, as well as the Procedure for staying at the Hotel, or the terms of this Agreement.

8.3. The customer has the right to cancel the booked room at any time, subject to the provisions of clause 5.7, clause 5.8 of this Agreement.

8.4. The Customer has the right to terminate the current Service Agreement by paying the Contractor a part of the price in proportion to the part of the service provided before receiving a notice of termination of the contract and reimburse the Contractor for the expenses incurred by him up to that moment in order to fulfill the contract, if they are not included in the specified part of the price of the service, taking into account clause 5.3 of this Agreement.

## **9. TERM OF THE CONTRACT**

9.1. This agreement comes into force from the moment of its conclusion (acceptance of the offer) and is valid until the full fulfillment of obligations by the parties.

9.2. Neither party has the right to transfer to a third party its obligations under this agreement without the written consent of the other party.

9.3. In the part not regulated by this agreement, the parties are guided by the norms of the current legislation.

## 10. DETAILS OF THE PARTIES

### CONTRACTOR:

LLC "LIKA"

125009, Moscow, Tverskaya st., 12 building 2, floor 3 room VII room 1

Taxpayer Identification Number (INN) 9710083512

Tax Registration Reason Code (KPP) 771001001

Primary State Registration Number (OGRN) 1207700187936

Acc.40702810501300024523 at ALFA-BANK JSC, Moscow

Corr. acc.30101810200000000593

RCBIC 044525593

CEO Punia A.A.

### CUSTOMER:

I am familiar with this Offer Agreement. Acceptance made.

\_\_\_\_\_  
(Full Name)

Passport \_\_\_\_\_ Date of birth « » \_\_\_\_\_

Date « » \_\_\_\_\_ 20\_\_\_\_\_

\\ \_\_\_\_\_ \\ \_\_\_\_\_  
Signature Name