

Public Offer Agreement

for the provision of hotel services

1. Definitions and concepts

1.1. The definitions and concepts used in this Public Offer Agreement have the following meanings:

- Hotel services – services related to accommodation, hotel accommodation and other related services provided by the Contractor to the Customer in accordance with the Rules for providing Hotel Services in the Russian Federation.
- Offer — this document (hereinafter referred to as the Agreement) contains an offer to an unlimited number of persons.
- Acceptance of the offer- full and unconditional acceptance of the terms of the offer by the Customer by paying for the services provided by the Contractor under this agreement.
- Customer — the user who has accepted the offer and is thus the Customer of the Contractor's services under the concluded Offer Agreement. The Customer may be a legally capable individual who has reached the age of 18 and has the legal right to enter into contractual relations with the Contractor.
- Performer-Individual Entrepreneur Tylkin Sergey Lvovich, OGRNIP 323774600498852
- **– Arbat Prime Hotel located at Moscow, Bolshoy Nikolopeskovsky Lane, Building 13**
- Reservations- Pre-order services
- Booking confirmation - a document provided to the Customer upon completion of the Order, containing the list of services ordered by the Customer.
- Guest – a person staying at the Hotel, in respect of which the Order was issued by the Customer.

2. General provisions

2.1. This Offer is an official, public and irrevocable offer of Individual Entrepreneur Sergey Tylkin OGRNIP 323774600498852, hereinafter referred to as the "Contractor", to conclude a contract for the provision of hotel services with the Customer under the terms of this public offer agreement (hereinafter referred to as the Agreement)

2.2. In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation, this Agreement is a public Offer. This Offer is not intended for legal entities. To conclude a contract with legal entities, additional written approval is required.

2.3. The contract for the provision of booking services is concluded by accepting this Offer, which contains all the essential terms of the Contract, without signing by the parties. The agreement is legally binding in accordance with Article 434 of the Civil Code of the Russian Federation and is equivalent to a contract signed by the parties. The Contract is considered concluded and becomes effective from the moment of acceptance of the Offer, namely, when the Customer performs actions to pay for the booked services on the Contractor's website, and means that the Customer unconditionally joins all the terms of the Offer without any exceptions or restrictions.

3. Subject of the Agreement

3.1. In accordance with the terms of this Agreement, the Contractor undertakes to provide hotel services at the Customer's Request, subject to availability of Hotel rooms, and the Customer undertakes to accept and pay for hotel services.

3.2. Reservations are made in accordance with the procedure specified in The Rules of accommodation at the Arbat Prime Hotel (hereinafter referred to as the "Rules of Accommodation"), which are an integral part of this Agreement, and are available on the hotel's website arbatprime.ru.ru

4. Rights and obligations of the parties

4.1. For non-fulfillment or improper fulfillment of obligations under this Agreement, the parties are responsible in accordance with the current legislation.

4.2. The Contractor is not responsible for the quality of services provided by third parties or for non-compliance directly by service providers or their representatives with the booking conditions and tariff application rules.

4.3. The Contractor is not responsible for the impossibility of servicing the Guest for any reasons beyond its control.

4.4. Provide the Customerp(with a Hotel room in accordance with the terms of this Agreement and booking requests accepted and confirmed by the Contractor.

4.5. The Contractor is not responsible for the quality of public services provided to the guest, if the provision of these services does not depend on the Contractor.

4.6. The Contractor has the right to refuse to place to the Customer:

- if you refuse to agree to the terms of the Offer Agreement and / or the Rules of Accommodation;
- in case of violation of the terms of payment for the declared services;
- other cases established by the Rules of Accommodation.

4.7. The Customer undertakes not to proceed with placing an Order without first familiarizing himself with this Offer and the Rules of Accommodation. Provide the accommodation service with the necessary personal data for checking in to the Hotel. Timely pay for the Contractor's services rendered in the amount, terms and procedure established by this Agreement and the current price list as of the date of Booking Confirmation.

4.8. When staying at the Hotel, follow the Rules of accommodation, the Offer Agreement.

4.9. Unless otherwise provided by this Agreement and does not follow from the nature of the obligations or requirements of the law, the contractual rights and obligations of the Customer also apply to the persons in whose interests this Agreement is concluded.

4.10. Demand from the customer full payment of the cost of hotel services, as well as additional services rendered to the customer

4.11. Provide objective information about the services provided, provide services efficiently and in accordance with the procedure for providing services.

4.12. Provide the Customer with all necessary completed documents related to accommodation and accommodation in the Hotel.

4.13. In exceptional cases, replace previously confirmed Hotel rooms with rooms of the same category at no extra charge.

4.14. When canceling the Order, confirm the cancellation of services on the terms stipulated in the Offer Agreement and the Rules of Accommodation.

4.15 Visiting the room where the Customer lives without the consent of the Customer in order to carry out cleaning or technical work in the room, in case of smoke, fire, flooding, as well as in case of violation by the Customer of this Agreement, public order, or the use of household appliances.

5. Booking and accommodation arrangements

5.1. Booking of rooms and additional services is carried out by the Customer independently using Internet resources. A request for booking a room can also be sent by the Customer to the administrator by phone, email, or on the Hotel's website arbatprime.ru

5.2. The cost of the Contractor's services is determined in accordance with the current price list approved by the Contractor and posted on the Hotel's website. Payment is made in rubles by wire transfer under the agreement, using the Contractor's current account.

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

Check-in of the Customer to the Hotel is made only after advance payment for the stay.

5.3. The cost of services included in the stay, but not used by the Guest, is not refunded.

6. Responsibility. Dispute resolution

6.1. The Customer represents the interests of all persons specified in the Application and is personally responsible to the Contractor for the correctness of the data about them specified in the Application, fulfillment by all persons of all obligations, including obligations to pay the Application and pay a fine in case of late refusal to provide services, including non-arrival of the Guest.

- 6.2.** Changing the personal data of the Customer or other persons specified by the Customer in the issued order, at the Contractor's discretion, may result in the loss of validity of the price of services (tariffs) agreed in the Order.
- 6.3.** The Contractor is liable for material damage caused to the Customer in connection with the failure to provide the Customer with services due to the fault of the Contractor in the amount stipulated at the time of Booking, in accordance with the procedure established by the legislation of the Russian Federation, except in cases where the violation of the Customer's rights occurred due to force majeure.
- 6.4.** The Contractor is not liable in case of non-performance or improper performance of the services on its part or on the part of third parties, which arose due to unreliability, insufficiency or untimeliness of information and documents provided by the Customer, as well as due to other violations of the terms of the Agreement and/or Booking Rules on the part of the Customer.
- 6.5.** The Contractor is not responsible to the Customer in case of delay to the hotel check-in date by more than 22 hours (until 14:00 on the day following the day of booking).
- 6.6.** The Contractor is not responsible for non-compliance of the provided service with the Customer's expectations and subjective assessment.
- 6.7.** The Contractor is not responsible for the inability to service the Customer for any technical reasons beyond its control, including disruption of communication channels, equipment malfunction, etc.
- 6.8.** The Contractor is not responsible for the quality of the utility services provided to the Customer, if the provision of these services does not depend on the Contractor.
- 6.9.** In case of claims during the stay at the Hotel, the Customer must contact the Hotel representative to correct the shortcomings in the provision of services. The Parties will make every effort to reach an agreement on disputed issues through negotiations, taking into account the terms of this Offer.
- 6.10.** The Contractor is responsible to the Customer under this Agreement.
- 6.11.** In all other matters not provided for in this Offer, the Parties are guided by the current legislation of the Russian Federation. All possible disputes arising from the provisions of the Offer will be resolved by a pre-trial claim procedure, consisting in sending a claim to one of the Parties and giving 10 days to respond to the claim.
- 6.12.** In the absence of an agreement between the Customer and the Contractor, which could have been reached at the stage of claim (pre-trial) regulation, one of the parties has the right to apply to the court with a claim for restoration of its violated rights and legitimate interests in accordance with the current legislation of the Russian Federation.

7. Privacy Policy

7.1. The Customer is guaranteed confidentiality of the data provided to them for the purpose of booking hotel services. By accepting this Offer, the Customer gives its written Consent to the collection, processing, systematization, accumulation, storage, updating, use, destruction by the Contractor of all personal data received from the Customer. The Customer's consent is valid until the date of its revocation and can only be revoked if there are violations on the part of the Contractor of Federal Law No. 152-FZ of 27.07.2006 "On Personal Data "(hereinafter referred to as the Federal Law "On Personal Data") or by sending the Contractor a written notice of the specified revocation in any form, unless otherwise established by law Of the Russian Federation.

8. Force majeure circumstances

8.1. The Parties are released from liability for full or partial non-performance of their obligations under the Agreement, if such non-performance was caused by force majeure circumstances, that is, extraordinary and unavoidable circumstances under these conditions.

8.2. Force majeure circumstances include, but are not limited to: natural disasters, military operations, a national crisis, strikes in an industry or region, actions and decisions of state authorities, failures that occur in telecommunications and energy networks, malicious programs, as well as unfair actions of third parties aimed at unauthorized access to the Internet. access and/or failure of the software and/or hardware complex of each of the Parties.

8.3. A Party to this Agreement affected by force majeure circumstances must immediately notify the other Party by telegram, e-mail, or any other available means of the occurrence, type, and possible duration of force majeure circumstances impeding the performance of Contractual Obligations. If the above-mentioned events are not reported in a timely manner, the Party affected by the force majeure event cannot refer to it as a basis for exemption from liability.

9. Term of the Agreement. Modification and termination of the Agreement

9.1. The Agreement is considered concluded from the moment the Customer accepts this Offer and is valid until the parties fulfill all their obligations under this Agreement.

9.2. The Contractor has the right to unilaterally cancel the performance of the Contract for the provision of booking services out of court.

9.3. The Contractor has the right to change the terms of this Offer and its Appendices, to introduce new Appendices to this Offer without prior notice to the Customer. Knowing about the possibility of such changes, the Customer agrees that they will be made. All changes and additions to the Agreement will take effect from the moment they are published in the Booking System. If the Customer

continues to use the Contractor's services after such changes, which means that the Contractor agrees to them.

9.4. This Agreement may be terminated at any time at the initiative of the Customer or the Contractor in case of violations of the provisions of this Agreement by sending a corresponding notification to the other party by mail, e-mail or on purpose.

10. Consent to the processing of personal data

The Customer acting in their own interests, in accordance with Article 9 of the Federal Law "On Personal Data", in order to fulfill the terms of the Service Agreement defined by the parties, freely, voluntarily and in their own interests gives consent to the Arbat Prime Hotel to process their (the Customer's) personal data automatically, as well as without the use of automation tools (last name, first name, patronymic; year, month, birthday; gender; passport data (series, number, date of issue, name of the issuing authority) and citizenship; address of residence (according to the passport and actual), home and mobile phone number; passport/foreign passport number and its validity period; surname other information, strictly to the extent necessary for the provision of services included in the Service Contract), namely, performing actions provided for in Article 3 of the Federal Law "On Personal Data", contained in this Publication, for the purpose of concluding and executing Contracts with the participation of: Arbat Prime Hotel, as well as other third parties directly providing services, use all the listed data for: performing other actual actions related to the provision of services under this Agreement.

11. Performer's Address and Details.

Performer-Individual Entrepreneur Sergey Lvovich Tylkin

Physical address: Moscow, Bolshoy Nikolopeskovsky Lane, Building 13

Phone, Email: +7 9261654569, mail@arbatprime.ru

Taxpayer Identification Number (INN) 770902465329

Bank Details

Tax Registration Reason Code (KPP) 773643001

Current Account 40802810238710011773

RCBIC 044525225

Correspondent Account 30101810400000000225

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Hotel Property List

Dear guests! Please treat the Arbat Prime Hotel property with care!

In the event of damage to the property, the deposit will not be refunded. We ask for your understanding!

Household appliances:

- TV
- microwave oven
- electric stove
- electric kettle
- hair dryer
- Alice smart speaker

Tableware:

- saucepan (ladle)
- frying pan
- plates
- mugs
- glasses
- spoons, forks, knives

Bed linens and bath accessories**Interior items:**

- lamps
- blackout curtains
- TV and curtain remote controls