

ACCOMMODATION RULES

of Demetra Art Hotel

1. General Provisions

- 1.1. These Accommodation Rules (hereinafter, “the Rules”) of Demetra Art Hotel, St. Petersburg (hereinafter, “the Hotel”) were elaborated in accordance with the Civil Code of the Russian Federation, Russian Federation Consumer Rights Protection Law No. 2300-1 of 07.02.1992, Russian Federation Government Regulation No. 1085 of 09.10.2015 On approval of rules of provision of hotel services in the Russian Federation, and regulate relations in the field of complex service for temporary accommodation providing.
- 1.2. «Demetra Art Hotel» is a registered trademark owned by the Hotel Service, Ltd. (PSRN: 1117847300240, ITN: 7841448322. Address of the legal entity: 44, Vosstaniya str., Saint-Petersburg, Russia, 191123).
- 1.3. The Hotel is intended for temporary stay of guests, the period of such stay to be agreed upon with the Hotel. No limitation of the maximum period of stay at the Hotel has been provided.
- 1.4. The Hotel is open 24 hours a day.
- 1.5. These Rules constitute an integral part of the public offer agreement to be entered into by the Hotel with its guests who shall sign a registration card. The text of the public offer agreement is posted on the website of the Hotel www.demetra-art-hotel.com.

2. Terms and Definitions

- 2.1. The hotel services - a range of services for the provision of temporary accommodation, including Hotel services and additional services specified by the Hotel;
- 2.2. Hotel services - services related to provision of accommodations, consumer services, travel and other services provided by the Hotel free of charge, as their value is included in the cost of hotel accommodations;
- 2.3. Additional hotel services - restaurant services, consumer services, travel and other services provided by the Hotel for a fee, as their value is not included in the cost of hotel accommodations;
- 2.4. A Guest - a citizen who intends to order, or orders, or uses the services for his/her own, family, and other needs which are not associated with performance of any business activities including services associated with fulfillment of his/her job duties, or a citizen who is provided with any services at the Hotel in accordance with a civil agreement entered into by and between the Hotel and any third parties;
- 2.5. The Customer - the physical (legal) person, having intention to order or acquire/ ordering or acquiring the services of the Hotel to the benefit of Guests;
- 2.6. Reservation - booking a room followed by a special confirmation of the Hotel’s intentions, which guarantees that the so booked room will be provided to the Guest on the reserved date for the reserved period of time;
- 2.7. Reservations Manager - an employee of Sales and Marketing Department of the Hotel who reserves rooms for Guests;

- 2.8. A Public Offer - an offer of the Hotel addressed to general public interested in purchasing hotel services to enter into an agreement on provision of hotel services, posted at the Hotel Website;
- 2.9. Deposit - security deposit, in accordance with article 381.1 of the RF Civil code, introduced by the Guest until the Hotel accommodation and representing a monetary obligation, including the obligation to compensate damages or pay a penalty, which amount shall be counted towards fulfillment of the respective obligations of the Guest;
- 2.10. Visitors - persons not staying at the Hotel, but having the right at the invitation of the Guest arrive in the room from 07.00 to 23.00 hours local time;
- 2.11. Tardiness – an accommodation of a Guest, reserved a place/room in the Hotel, later than check-in time set by the Rules or specifically agreed with the Hotel occurred through no fault of the Hotel.
- 2.12. Price list – a list of basic and related services provided by the Hotel including rates of such services, approved by the Hotel.

3. Direct Booking Procedures and Cancellation Terms

- 3.1. The Hotel shall enter into a hotel room booking agreement with the Guest once the Reservations Manager accepts a booking order by fax (+7 (812) 647 01 32), telephone (+7 (812) 647 01 34; +7 (812) 640 04 08), or e-mail (reservation@demetra-art-hotel.com), or after the Guest fills in the respective form at the Hotel website: www.demetra-art-hotel.com.
- 3.2. To place an order, one has to fill in the following boxes:
 - Full names of the Guests;
 - Number of Guests in the room;
 - Arrival and departure time and date;
 - Room category;
 - Form of payment;
 - Guarantees;
 - Contact details (fax, cellular or landline phone, and e-mail address);
 - Customer preferences and wishes.
- 3.3. There are two options to reserve a room at the Hotel: guaranteed or non-guaranteed reservations.
 - 3.3.1. Guaranteed reservations are made subject to a preliminary request of the Guest who shall make a 100% prepayment (the Deposit) of the amount for the entire period of stay at the Hotel or a 100% prepayment (the Deposit) of the daily rate for the first day of his/her stay at the Hotel followed by payment for the outstanding period of stay on arrival, or provide his/her bank card details (having filled in the authorization form with the Guest's consent).

In case of guaranteed booking the Hotel awaits Guests until check-out time of the day following the first day of stay regardless of the time of arrival.

In case of untimely refusal of the Guest from the reservation, Tardiness or no-show the Guest (the Customer) will be charged with the sum of the Deposit in the installed cost of the room/space in the room for 1 (one) day. In the event of guaranteed reservation of a room at a nonreturnable rate, the Guest may not cancel the reservation and the prepayment will not be refunded.

When a Guest is late more than a day guaranteed reservation is canceled.

- 3.3.2. Non-guaranteed reservations shall be made upon prior request of the Guest without prepayment of accommodations (the Deposit). Non-guaranteed reservations shall be cancelled without prior notice if the Guest does not arrive by 18.00 of the current day. The time for cancellation of non-guaranteed reservations shall be 18.00 on the date of the expected arrival. If the Guest arrives after the non-guaranteed reservations are cancelled, the service will be provided if available.
- 3.4. When a Guest is making reservations, provided with accommodations, or checking in, he/she shall choose the room category, while the Hotel reserves the right to choose a room of the selected category. The Hotel may take the Guest's preferences into account if there is a choice.
- 3.5. Any kind of reservations shall be deemed confirmed once the Guest receives a unique reservation number and written confirmation from the Reservations Manager.
- 3.6. Any kind of reservations shall be deemed to have not been confirmed if the Hotel notifies the Guest of the refusal, whether in writing or verbally, having specified the reason for such refusal.
- 3.7. Reservations shall be deemed to have not been confirmed, if within 24 hours of the time of the request, the Guest does not receive a written or verbal confirmation of the Reservations Manager.
- 3.8. In the event of guaranteed reservations at a refundable rate, the reservations may be cancelled by the Guest who made this reservation. For this purpose, the Guest shall contact the Reservations Manager by telephone (+7 (812) 640 04 08, +7 (812) 647 01 34) or e-mail (reservation@demetra-art-hotel.com) and ask him/her to cancel the reservations having specified the unique reservation number:
- at least 24 hours before the check-in hour on the date of the Guest's arrival at the Hotel in the Low Season¹;
 - at least 24 hours before the check-in hour on the date of the Guest's arrival at the Hotel in the Shoulder Season²;
 - at least 48 hours before the check-in hour on the date of the Guest's arrival at the Hotel in the High Season and at the time of Special Events³.
- 3.9. A cancellation shall be deemed valid only subject to mandatory confirmation by the Hotel of its receipt of the respective notice of the Guest (whether written or verbal).
- 3.10. To change any information in a confirmed reservations request, the Guest must contact the Reservations Manager by telephone (+7 (812) 647 01 34) or e-mail (reservation@demetra-arthotel.com) and ask him/her to make the respective changes having specified the unique reservation number.
- 3.11. Any changes in the confirmed reservation request shall be deemed confirmed once the Guest who made the reservation gives relevant notice subject to mandatory confirmation by the Hotel of its receipt of this notice. However, the Hotel may refuse to make any such changes if it is unable to make them.
- 3.12. If a request is cancelled (modified) in accordance with the Rules, the respective amount shall be refunded on written request to the Reservations Manager. The request must include the request number and or name of the company that paid for the Hotel services, full name of the Guest, and duration of the reserved period of stay. If it is a non-refundable rate, no money shall be refunded.

¹ Dates included in the low season are shown at the Hotel's official website (www.demetra-art-hotel.com)

² Dates included in the shoulder season are shown at the Hotel's official website (www.demetra-art-hotel.com)

³ Dates included in the high season and dates when special events are held are shown at the Hotel's official website (www.demetra-arthotel.com)

4. Provision of Accommodations and Payment of the Services

4.1. Accommodation at the Hotel is subject to the following conditions:

4.1.1. The existence of a valid reservation for a Guest, or free Hotel rooms availability;

4.1.2. An original duly executed ID should be shown for proving the Guest identity, including:

- a) passport of the citizen of the Russian Federation certifying the identity of the citizen of the Russian Federation on the territory of the Russian Federation;
- b) passport of the citizen of the USSR, proving the identity of the citizen of the Russian Federation, to replace it within the prescribed period on the passport of the citizen of the Russian Federation;
- c) certificate of birth for children under 14;
- d) passports, identity of the citizen of the Russian Federation outside of the Russian Federation - for persons residing outside the Russian Federation;
- e) passport of the foreign citizen or other document established by Federal law or recognized in accordance with the international Treaty of the Russian Federation as identity document of foreign citizen;
- f) document issued by a foreign state and recognized in accordance with the international Treaty of the Russian Federation as identity document of a stateless person;
- g) temporary residence permit of a stateless person;
- h) residence permit of a stateless person.

4.1.3. Providing Guest, being minors at the age from 14 till 18 years additional documents referred to in paragraph 8.2 of the Rules;

4.1.4. The provision of a Visitor who is a foreign citizen (person without citizenship), additional documents specified in paragraph 9.2 of the Rules:

4.1.5. A Deposit in the amount of 100% payment for all period of stay;

4.1.6. The presentation of the original Bank card used by the Guest upon booking of the Hotel services, if such way of reservation took place.

4.2. The Hotel services shall be paid in cash, by bank card (Visa, MasterCard, American Express, Maestro, Diners Club), or by bank transfer at the Rates effective on the check-in date.

In the event of a bank transfer, the payment must be credited to the settlement account of the Hotel at least 1 day before the check-in date. If the payment was made but has not been credited within the time prescribed, a copy of the respective payment order must be sent by fax at: +7 (812) 647 01 32 or by e-mail (reservation@demetra-art-hotel.com). If payment by bank transfer has not been made, the form of payment may be changed to the cash payment if so agreed between the parties in writing. Otherwise, the Hotel reserves the right to cancel the reservation and/or refuse to provide accommodations to the Guest.

4.3. The check-out hour at the Hotel is 12:00 local time. Accommodations shall be provided to the Guests at 14.00 local time.

4.4. If a Guest stays less than 24 hours, he/she will pay a complete daily fee regardless of the time of his/her check in or check out, except for the events described in clauses 4.5 - 4.8 of the Rules.

4.5. Early check-in (arrival on the day of settlement previously indicated in claim 4.3 Rules) or late departure (check-out time later than specified in clause 4.3 of the Rules) of the Guest shall be possible only if vacant rooms are available at the Hotel.

4.6. Early check-in rules do not apply to the second day of a guaranteed reservation at the Hotel in case the Guest's Tardiness.

- 4.7. A guaranteed early/late check-in may be allowed only if payment is guaranteed:
- 4.7.1. In case of checking in from 00:00 to 12:00, the Guest must additionally pay 50% of the room rate without breakfast.
 - 4.7.2. In case of late departure in the high season the Guest must additionally pay the amount of 100% of the room rate without breakfast.
 - 4.7.3. In case of late departure between 12:00 to 18:00 hours in a half-season and low season the Guest must additionally pay the amount of 50% of the room cost excluding breakfast.
 - 4.7.4. In case of late departure after 18:00 hours in a half-season and low season in the amount of 100% of the room rate.
- 4.8. In case of Guest's hosting from 0:00 to the established checkout time he/she will be charged in the amount not exceeding the charge for the room of the relevant category for half a day.
- 4.9. The Hotel does not charge its Guests for children under 12 in the event of family accommodations without additional beds for the children. If an additional bed (folding bed) is provided for a child under 12, the respective fee shall be charged in accordance with the Hotel Price List.
- 4.10. Baby cots shall be provided free of charge to children under 3 who stay in the same room with their parents.
- 4.11. If children under 12 are accommodated in a separate room (other than their parents' room), 50% of this room rate shall be paid for it at the rates set forth in the Price List (except for the "high season", when 100% of the room rate shall be paid).
- 4.12. Breakfasts for children under 12 shall be provided at a discount as provided in the Price List.
- 4.13. Maximum room capacity:

Room category	Number of sleeping accommodations (per person)	Number of beds in the room	Bed type
Piccolo	1	1	Single bed
Comfort	2	1 / 2	Double/two single
Classic (twin/double)	2	1 / 2	Double/two single
Superior (twin/double)	2	1 / 2	Double/two single
Deluxe	2	1	Double bed
Junior Suite	4	2	Double bed

- 4.14. The maximum room capacity is set forth without regard to additional sleeping accommodations if additional beds are provided.
- 4.15. If the Guest extends his/her stay at the Hotel (subject to availability of vacant rooms), he/she must pay the entire value of his/her stay for the extended period. The stay may be extended at least for 12 hours at the then effective Hotel rates (clause 4.7.2).
- 4.16. If a Guest extends his/her stay, he/she must advise the fact thereof to the receptionist before the check-out time. The stay extension service may be provided if vacant rooms are available.

4.17. On the date of departure, once the room attendant has checked the rooms, related services of the Hotel shall be paid, including long-distance and international calls made from the room, calls to St. Petersburg paid enquiry services, minibar and Hotel restaurant services, and other related services.

5. Hotel services

5.1. The Hotel provides the following services the value whereof is included in the value of accommodations:

- Daily room cleaning;
- Change of bed linen and towels;
- Provision of personal care items depending on the room category;
- Use of ironing accessories/press in the room;
- Storage of luggage in the luggage room;
- Use of safe deposit boxes in rooms;
- Free-of-charge Wi-Fi and Internet access in accordance with the rules and technical capabilities of the provider, providing access to the service in the Hotel.

5.2. The hotel at the Guest's request provides the following services with no extra charge:

- a) call ambulance and other emergency services;
- b) use of first aid kit;
- c) delivery of correspondence addressed to the Guest upon receipt;
- d) a wake-up call;
- e) the provision of boiling water, sewing notions, one set of dishes and cutlery.

5.3. The Hotel also provides additional services, listed in Annex 1 to the Regulation, the cost of which is not included in the room rate. When ordering additional services the Guest will pay a Deposit of 100% of their cost or pays for extra services at the time of their receipt.

5.4. The hotel has the right to provide additional services without additional charges (benefits) for Guests who are members of the Loyalty Program Demetra Art Hotel Friend's Club. The conditions for the granting of additional privileges are established by the Hotel in the Rules of the Loyalty Program.

6. Rights and Obligations of Hotel Guests

6.1. The Guests may:

- use all the Hotel services;
- obtain complete and fair information on the working hours of the Hotel, price and list of services and related services provided;
- invite visitors to their rooms from 07.00 to 23.00. If any visitors stay in a Guest's room after 23.00, the Guest who stays at the Hotel must have his/her visitors registered on a mandatory basis. Visitors may be registered only if they have an ID (clauses 4.1, 8.2 of the Rules);
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- contact the Hotel employees on matters related to quality of the services provided and file claims with respect to quality of the services provided in a timely manner if need be;
- receive discounts and additional privileges granted to members of the Demetra Art Hotel Friend's Club Loyalty Program, on the terms and conditions of the Loyalty Program;
- to refuse from the contract with the Hotel, subject to payment of costs actually incurred, including such costs as room downtime fee.

6.2. The Guests must:

- comply with these Rules;
- respect the rights of other Guests of the Hotel;
- abide by moral and ethical standards, avoid alcohol abuse and using foul language in the Hotel public areas;
- pay bills for the Hotel services provided in a timely manner;
- be careful with the Hotel property; in the event of a loss of or damage to the Hotel property, the Guest shall indemnify the Hotel for the damage thus caused in the manner provided in applicable laws;
- read the escape and evacuation instructions which are available in the room information file and look into evacuation plans located in the Hotel room and/or corridors in case of an emergency. Observe fire prevention rules and rules of use of electric appliances in the room;
- when leaving the room, turn off water taps, lights and electric appliances, close windows, notify the fact thereof to the receptionist, and leave the room key at the Reception.

6.3 It is prohibited to:

- leave any strangers in the Hotel room while the Guest is away.
- give the room key or guest card to any third parties.
- move furniture or take it out of the room.
- smoke on the premises of the Hotel (including Hotel rooms, halls, and corridors); should this provision be breached, Hotel employees will draw up a Report imposing a penalty on the Guest, the amount of such penalty will equal the value of an additional cleaning of the room. In this event, the additional cleaning of the room shall not be regarded as a related paid service. Instead, it shall be regarded as a punishment for the failure to comply with conditions of the agreement entered into by and between the Guest and the Hotel.
- making noise, thus disturbing other Guests of the Hotel.
- appear in bathrobes, swimming suits, sportswear, or indoor footwear in public areas and restaurant of the Hotel.
- keep pets in Hotel rooms.
- bring and keep weapons, explosive and inflammable, severe, poisonous substances, drugs, and other hazardous articles; those guests who have the right to bear and keep weapons in need of their profession shall produce the respective ID certifying such right on request of the Hotel (weapons shall be understood as articles recognized as such in accordance with Federal Law of the Russian Federation of 13.12.1996 No. 150-FZ On Weapons).
- drink brought-along alcoholic and other beverages and foodstuffs in the lobby, halls and corridors of various floors and in the restaurant of the Hotel.
- take any dishes and cutlery, foodstuffs and drinks away from the restaurant.
- deliberately litter on the premises of the Hotel.

7. Rights and Obligations of the Hotel

7.1. The Hotel must:

- Provide services paid by the Guests in a timely manner, with due quality, and in full;
- Inform the Guests of the services and related services offered by the Hotel, the form of and procedure for payment thereof;
- Ensure full compliance of the services provided by the Hotel with sanitary and epidemiological standards and rules;

- Make sure that all data of the Hotel Guests are kept confidential;
- Respond to any requests of the Guests in a timely manner, taking steps to avoid any accidents and breakdowns in the Hotel rooms;
- Be liable to safety of the Guests' belongings in accordance with the legislation of the Russian Federation;
- Notify the owner of any articles left behind as soon as they are found; the Hotel keeps lost objects for six months from the date of Guest's departure, after which forgotten things are recognized as orphan and the Hotel may dispose of them at discretion; the food, medicines and other perishable items cannot be stored and destroyed within days after departure of Guests;
- Make the Hotel Book of Comments and Suggestions available to the Guest immediately upon request.
- Promptly inform the Guest that the implementation of its guidance and other circumstances beyond the control of the Guest, can reduce the quality of Hotel service or entail the failure to complete such service in time.

7.2. The Hotel may:

- Require the Hotel Guest about the fulfillment of the conditions specified in clauses 4.1.2-4.1.6 of the Rules, and in case of default by the Guest of such terms unilaterally withdraw from the contract for the provision of hotel services;
- Authorize its employees to enter the room in order to clean up, change bed linen, check heating, electric power supply and air conditioning systems, or fix problems in their operation, and if the Guest breaches these Rules;
- Vacate the room of the Guest from his/her belongings with the help of its personnel if the term of the Guest's stay at the Hotel has expired and he/she is absent from the place of his/her stay for more than six hours without paying for it; for this purpose, the Hotel shall set up a commission and draw up a list of the Guest's belongings;
- Draw up a report on any breach of these Rules by the Guest;
- Inform the Guest about the need to change his/her directions about the way of rendering service or to eliminate other circumstances which can reduce quality of the service provided. If the Guest does not fulfill these guidelines, to refuse the execution of the agreement for the provision of hotel services and to demand full compensation for damages.

7.3. The Hotel Guests have noted and do not protest against use of CCTV on the premises of the Hotel except for the lavatories and personal apartments of the Guest.

7.4. The Hotel Guests have noted and do not protest against recording of phone calls and conversations of the Guests with Hotel employees.

7.5. Only duly authorized employees appointed by the Hotel Manager shall have access to video and audio records mentioned in clauses 7.3 -7.4.of the Rules.

8. Provision of Hotel Accommodations to minors.

8.1. Children under the age of 14 years can be accommodated in the Hotel only by their parents, guardians or other legal representatives ("Legal representatives"), as well as other consenting adults, having a notarized power of attorney for support of the child from his/ her Legal representative.

8.2. Minors between the ages of 14 and 18 can be independently settled in the Hotel only if provide the following documents:

- written consent for the placement of minors in the Hotel from one of his/her Legal representatives with passport data of the Legal representative, their contact details (cellphone, email), name of the Hotel, dates of stay of minors in the Hotel, containing the obligation of the Legal representative to pay for the facilities and additional services (with the exception of cases where a minor pays for the expense of own means) and to bear full financial responsibility for the actions of minors staying in the Hotel;
- copy of passport of the Legal representative who signed the consent to the placing of minors in a Hotel (copy of page with personal signature and the page with address of registration);
- certificate confirming the origin of own funds minors to pay for the facilities and additional services (certificate about salary from place of work, certificate from the educational institutions of the scholarship amount); if payment of facilities and additional services will be made through a Legal representative, and this information is reflected in the written consent for the minor at the Hotel, signed by the Legal representative, extra certification is not required.

9. Provision of Hotel Accommodations to Foreign Citizens

9.1. Hotel accommodations shall be provided to foreign citizens and stateless persons in accordance with Federal Law of the Russian Federation of 18.07.2006 No. 109-FZ On migration registration of foreign citizens and stateless persons in the Russian Federation and Russian Federation Government Regulation of 15.01.2007 No. 9 On approval of the Rules of migration registration of foreign citizens and stateless persons in the Russian Federation.

9.2. A foreign citizen in addition to the document proving the identity (paragraph 4.1.2 of the Rules) must provide the following documents when getting accommodations at the Hotel:

- migration card;
- valid visa;
- information about previous migration registration at the place of stay, if the period of crossing the border of the Russian Federation exceeds seven (7) days (except in cases when a longer duration of stay of a foreign citizen is not provided by the legislation of the Russian Federation).

9.3. Duration of stay of a foreign citizen (stateless person) in the Hotel cannot exceed the validity of his visa, and in the case of arrival in Russia in order not requiring a visa cannot exceed 90 (ninety) days, except for the cases stipulated by the legislation of the Russian Federation.

9.4. The hotel, as the receiving party not later than the day following the day of arrival the Guest - foreign citizen (person without citizenship), provides the Office of the Federal Migration Service of Russia for Saint-Petersburg and Leningrad region notice of arrival of the person for the implementation of migration registration at the place of stay in the prescribed manner.

10. Settlement of Disputes

- 10.1. Should any dispute arise with respect to quality of services, the Guest may resolve it with the Front Office Manager or leave his/her comments at the website of the Hotel.
- 10.2. If the identified shortcomings cannot be cured, the Guest may file a written claim having described his/her dissatisfaction in the Book of Comments and Suggestions.
- 10.3. The Hotel shall take all reasonable steps provided in the legislation for settlement of conflicts.
- 10.4. All unresolved disputes shall be resolved in accordance with the legislation of the Russian Federation in court at the location of the Hotel, with the exception of claims on protection of consumer rights, which can be shown for choice the claimant in court at the location of the Hotel, residence or stay of the claimant, the conclusion or performance of a contract for the provision of hotel services.
- 10.5. In the events which have not been covered in these Rules, the Hotel and Hotel Guest shall be governed by applicable laws of the Russian Federation.

Appendix 1 to the Accommodation Rules of Demetra Art Hotel

Price List of Related Services

Related Services and Prices

- Catering services (Breakfast)
- Additional bed to the room (the service may vary depending on a room type)
- Booking and selling air and railroad tickets (on individual requests placed at the Reception).
- Room services (orders for food from the restaurant at prices specified in the menu).
- Ordering taxi (on individual requests placed at the Reception).
- Arranging excursions (on individual requests placed at the Reception).
- Ordering theatre and cinema tickets (on individual requests placed at the Reception).
- Ordering transfers (on individual requests placed at the Reception, through Sales and Marketing Department)
- Business services (photocopying, fax, mail delivery).
- Arranging parties, decorating rooms (on individual requests placed via Sales and Marketing Department).
- Telephone communication services (in accordance with the price list available in the information file in the Hotel room).
- Services related to posting of mail.
- Non-alcoholic beverages in the room's minibar
- Laundry, dry and cleaning services for clothing
- Ordering and delivery of flowers (on individual requests placed at the Reception).
- Sale of gifts and mementoes (in accordance with the price list available at the Reception).
- Additional cleaning of the room.