

PUBLIC OFFER
for provision of hotel services

1. GENERAL PROVISIONS

“Hotel Service” Limited Liability Company , hereinafter referred to as the “Contractor”, being the owner of “Demetra Art Hotel”, Saint Petersburg (hereinafter referred to as the “Hotel”), has entered into this contract (hereinafter referred to as the “Contract”) with any person hereinafter referred to as the "Customer". The Contract represents a contract for provision of services, being concluded in the form of a public offer (hereinafter - the "Offer"), and regulates the procedure of provision of the services and the obligations arising between the Contractor and the Customer. The text of the Contract is available in the Internet at <http://www.demetra-art-hotel.com> .

2. SUBJECT OF THE CONTRACT

2.1. The subject of this Contract is booking and sale of hotel services to the Customer under the terms of the Offer, of Rules of Accommodation in Demetra Art Hotel approved by the Contractor (hereinafter referred to as the “Rules of Accommodation”), and in accordance with the rates published at our website <http://www.demetra-art-hotel.com>.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Customer shall be entitled to:

3.1.1. Send a written booking request by fax at: +7 (812) 647 0132, or by e-mail: reservation@demetra-art-hotel.com. Booking may be requested by phone at +7 (812) 647 0134 or via the Internet, as well as by other ways as may be indicated at our website <http://www.demetra-art-hotel.com>. At the same time, the Customer acknowledges that, when using the Contractor's services, he fully and unconditionally accepts the conditions of this Offer, regardless of how the order was made.

3.1.2. Reject the order or change the order only upon coordination with the Contractor in writing.

3.1.3. Independently check the order data in the booking confirmation or in the order details, before booking the hotel services. The Customer will be solely responsible for the accuracy and legitimacy of using the data provided by him when making the order.

3.1.4. Make full or partial payment for the hotel services before they are provided.

3.2. The Contractor may:

3.2.1. Demand that the Customer adheres to all procedures for booking and ordering hotel services strictly according to the rules set forth at our website <http://www.demetra-art-hotel.com> and in the Offer.

3.2.2. Demand from the Customer full acceptance of the terms of the Offer. If no acceptance of the terms of the Offer is available, deny provision of services to the Customer.

3.2.3. Charge the Customer or demand payment of penalties and/or compensation for damage (the cost of the first night of accommodation in the Hotel or the cost of the entire period of Accommodation, the cost of additional cleaning in case of smoking in non-designated areas, damage to the Contractor’s property). In this case, the Customer shall recognize the Contractor's actions as fully legitimate, and shall have no complaints.

3.2.4. Provide the Customer with information about the Hotel, the rules and conditions of accommodation and payment order. In case of payment for the order through a payment terminal, provide the Customer with the information on the amount of payment, as may have been agreed with the payment service systems involved in the booking process regarding the hotel services.

3.2.5. Demand the Customer to secure payment for the hotel services in the form of a security payment (money deposit) covering the first night of accommodation in the Hotel, or the full order, depending on the conditions of booking a room (place) in the Hotel.

3.2.6. In case of guaranteed booking and the Customer's undue refusal from booking, late arrival or no-show of the Customer, to withhold from the Customer, at the expense of the deposit, a penalty for the unused hotel room/place in the hotel room, in the amount of fixed rate applicable to such room/place per 1 (one) night.

3.2.7. If the Customer is late for more than one day in case of guaranteed booking, cancel the booking, and for non-guaranteed bookings - cancel them if the Customer does not arrive before 6:00 pm local time on the day of his/her expected arrival.

3.2.8. In extraordinary cases, if it is impossible to provide the Customer with the previously confirmed rooms in the Hotel, substitute them with rooms of similar or higher category, with no additional rate charged.

3.3. The Customer shall be obliged to:

3.3.1. Agree to the terms of the Offer.

3.3.2. Proceed with filing if the order only after familiarizing with the Rules of Accommodation. If the Customer has proceeded with filing the order, the Contractor shall be entitled to assume that the Customer has fully familiarized, and agrees with, the terms of the Offer and the Rules of Accommodation.

3.3.3. Provide accurate and current contact information when registering and placing the order (surname, name, patronymic, dates of accommodation, contact details such as: phone number, e-mail).

3.3.4. Specify and check, when placing the order, the correctness of indication of all the necessary data. In the event the Customer fails to provide the necessary data, the Contractor shall be entitled to refuse acceptance of the order.

3.3.5. Before accommodation to the Hotel, provide the Contractor with a guarantee of payment of the cost of Accommodation by providing a security deposit - cash deposit, cashless payment to the Contractor's bank account or providing the Customer's bank card data by filling out an authorization form for blocking the deposit amount with the consent of the Customer, and/or the possibility to withdraw from Customer's bank card of the payment and/or penalties in case of the Customer's no-show, or any other Customer's confirmed violation of the Rules of Accommodation. In case of guaranteed bookings, the deposit can be made in the amount of 100% of the cost of the entire accommodation in the Hotel or in the amount of 100% of the cost for the first night of accommodation in the Hotel with a subsequent replenishing the deposit with the unpaid cost of the accommodation upon arrival.

3.3.6. In case of rejection of the order (cancellation), immediately notify the Contractor by phone +7 (812) 647-01-34 or e-mail (reservation@demetra-art-hotel.com). Cancellation is considered to be accepted only upon its confirmation by the Contractor.

3.4. The Contractor shall be obliged to:

3.4.1. Provide the Customer with the necessary booking information and instructions.

3.4.2. Provide the Customer with the information about the Hotel and methods of payment for the Hotel's services.

3.4.3. Not later than 24 hours from the time of receipt of the order, confirm the possibility of provision of the hotel services to the Customer with rate quotation.

3.4.4. If booking on the conditions requested by the Customer is not possible, inform the Customer thereof, and offer a booking based on alternative conditions.

3.4.5. Provide the Customer with hotel services in accordance with the terms of the Offer, the Rules of Accommodation and current legislation, after proper arrangement of the order and successful booking of the hotel services.

3.4.6. Provide the Customer with the supporting documents, after actual payment for the hotel services.

4. RULES OF CANCELLATION OF THE ORDER, CHANGE THE ORDER AND REFUND TO THE CUSTOMER

4.1. The Customer shall be entitled to cancel the order at any time, in accordance with the requirements concerning the period of cancellation. To do so, guests must notify of cancellation by phone + 7 (812) 647-01-34 or e-mail (reservation@demetra-art-hotel.com) stating the reason for cancellation of booking, citing the booking number, the dates of accommodation and the Customer's name. If the Customer has canceled the booking in accordance with cancellation rules, he will be refunded in full. If non-refundable rates apply, no refund will be provided thereon.

4.2. In order to change the data specified in the confirmed booking order, you must contact the Contractor via telephone (+7 (812) 647-01-34) or e-mail (reservation@demetra-art-hotel.com) requesting to make changes and citing the unique booking number. Changes in the confirmed booking request shall be considered confirmed after the notification has been sent by the Customer who made the booking, with the obligatory confirmation by Contractor of the receipt of such notification. Thus the Contractor may refuse to make changes, if they are impossible.

5. RESPONSIBILITY OF THE PARTIES. DISPUTE RESOLUTION

5.1. The Customer represents the interests of all persons specified in the order, and shall be personally liable to the Contractor for the correctness of their personal data in the order, for fulfillment of the contractual obligations by all of them, including the obligations to pay for the order, and pay compensation in case of refusal to use the hotel's services (also in case of no-show in the Hotel).

5.2. The Contractor shall not be liable in the event of non-fulfillment or improper fulfillment of the services from his part or from the part of third parties, arising due to inaccuracy, insufficiency or untimeliness of the confirming information and documents provided by the Customer, as well as those resulting from other violations of the Offer conditions by the Customer.

5.3. The Contractor shall not be liable for booking cancellation occurred in accordance with the terms of the Offer and Rules of Accommodation in cases of the Customer's no-show or late arrival in the Hotel and for any consequences related to the possible subsequent failure by the Customer to check in the Hotel for such reason.

5.4. The Contractor shall be responsible for compliance of the hotel services provided, with the current legislation and the industry-specific standards. The Contractor shall not be liable for non-compliance of the services provided with the Customer's expectations or his subjective judgment.

5.5. The parties will make every effort in order to reach consent on controversial issues through negotiations. If it becomes impossible to reach a consent through negotiations, all the possible disputes arising from the provisions of the Offer will be resolved in the courts of the Russian Federation in accordance with the current legislation of the Russian Federation.

5.6. In all other issues which have not been provided for in the Offer, the Parties will be guided by the current legislation of the Russian Federation.

7. AMENDMENT AND TERMINATION OF THE CONTRACT

7.1. This Contract comes into force as soon as the order has been placed by the Customer, and shall be valid until the Parties have fulfilled their respective obligations hereunder.

7.2. The Customer shall be entitled to refuse from the Contractor's services at any time. The Customer's refusal shall entail termination of all Contractor's obligations from the moment of such refusal.

7.3. The Contractor shall be entitled to terminate this Contract unilaterally if the Customer admits violation of the terms of this Offer and the Rules of Accommodation.

7.4. The Customer shall be entitled to terminate the Contract in accordance with the rules of order cancellation.

7.5. The Contractor shall be entitled to modify the terms of the Contract, including the annexes thereto, to introduce the new annexes to this Contract without the Customer's prior approval. The Customer is aware of and agrees with the possibility of such modifications. If the Customer continues to use the Contractor's

services after he was notified of the modifications made, it means that the Customer has agreed with such changes.

8. CONFIDENTIALITY

The Customer shall be guaranteed confidentiality of the data provided by him for the purpose of booking the hotel services.

9. DETAILS OF THE CONTRACTOR

Hotel Service Limited Liability Company

Registered address: Russia, 191123, city of Saint Petersburg, ul. Vosstaniya, 44

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Settlement account 40702810232130000602 in branch "Saint Petersburg" of "ALFA-BANK" JSC

Correspondent account 30101810600000000786 BIC 044030786

Machikhin D.A., Director General of Hotel Service Limited Liability Company