



ОТЕЛЬ «ДВИНА» ООО ПКП «Титан»

DVINA HOTEL, TITAN Ltd.

ACCOMMODATION AND SERVICE TERMS AND CONDITIONS

Endorsed by:
Dvina Hotel CEO
Executive Order dd. 25.12.2020
Rev.2 dd. 25.12.2020

1. General

1.1. These Accommodation Terms and Conditions (hereinafter referred to as “the Terms & Conditions”) apply to Dvina Hotel (hereinafter referred to as “the Hotel”) and have been developed in pursuance of the RF Civil Code, RF Consumer Rights Protection Act 2300-1 enacted 07.02.1992, and “The Regulations on Hotel Services Provision in the Russian Federation” endorsed by RF Government Decree No.1853 dd. 18.11.2020 to govern the provision by the Dvina Hotel in Arkhangelsk of its core and extra services (hereinafter jointly referred to as “the Hotel Services”).

1.2. The following basic terms used herein have the following meanings:

“Booking” means reserving of a Hotel Room (Bed) under the name of the Consumer, on conditions stipulated in the Consumer/Customer Booking Order, and with confirmation by the Contractor of such reservation.

“Check-Out Time” means the time established by the Contractor for the Consumer check-out: 12:00 (noon), Moscow time.

“Check-In Time” means the time established by the Contractor for the Consumer check-in: 14:00, Moscow time;

“Hotel” means the property complex (building or part thereof, equipment, other assets) intended for providing the Hotel Services at the **Dvina Hotel** in: 52 Troitsky Avenue, 163000 Arkhangelsk, Russia, registered under the Primary State Registration Number: 550002179, with Tax Payer ID: 2901008961.

“Hotel Services” means the range of services involved in the provision of temporary accommodation, which includes related services and the list of which shall be provided to the Consumer in accordance with the procedure established by the current legislation;

“Customer” means the individual or legal entity or entrepreneur intending to order or purchase, or actually ordering or purchasing, the Hotel Services in the name of the Consumer.

“Consumer” means the individual intending to order or purchase, or actually ordering or purchasing and/or using, the Hotel Services for personal or the needs other than commercial;

“Contractor” means the Limited Liability Company “Production and Commercial Enterprise TITAN” with seat: 7 Pomorskaya Str., 163000 Arkhangelsk, Russia – the provider of the Hotel Services to the Consumer.

“Room” means the room at the Hotel for temporary accommodation, which meets the Contractor-established category parameters.

“Room (Bed) Price” means the cost of temporary accommodation and related services as may be set by the Contractor and charged as single price.



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“Price Schedules” means the Contractor’s internal, CEO-endorsed regulations that establish among other things:

- Room categories and standards;
- Room (Bed) Price and Hotel Services included in the Room (Bed) Price;
- cost of extra bed in the Room;
- list of the Hotel’s property items and cost thereof in case of damage or loss by the Consumer;
- list and cost of the Contractor’s extra fee-based services, including breakfast.

The Price Schedules shall be available in the premises intended for the Consumer check-in and registration (in the info folder at the Reception Desk) or on Contractor’s other carriers/resources.

2. Services. Check-in procedure. Payment procedure

2.1. The Contractor undertakes to provide its services to all arriving and departing Consumers on a round-the-clock basis.

The open hours of the Hotel’s catering facilities (bars and restaurants) may vary and shall be brought to the attention of the Consumer in the manner prescribed by the current legislation.

The open hours of the Hotel’s catering facilities shall be available also from the Reception Desk.

2.2. The details of the Contractor and its services shall be available in the premises intended for the Consumer check-in and registration (in the info folder at the Reception Desk) or on Contractor’s other carriers/resources.

Information such as accommodation rules, including these Terms & Conditions, fire safety rules, and electrical device operation rules shall be available in each of the Hotel’s Rooms intended for guest accommodation.

2.3. The accommodation at the Hotel is temporary. The duration of continuous stay may not exceed one (1) year and applies to all Consumer categories.

2.4. The booking of a Hotel Room is subject to availability and shall be performed by the Contractor upon receipt from the Consumer or the Customer of the Booking Order communicated by mail or telephone or any other means allowing the Contractor to reliably ascertain that the Order comes directly from the Consumer or the Customer.

Booking shall be deemed valid upon receipt by the Consumer (Customer) of the notice indicating the Contractor’s trade name; Consumer/Customer; Room (Bed) category and price; conditions of Booking; period of stay; other details as may be communicated by the Contractor.

The Consumer (Customer) may cancel their Booking Order without penalty within the term made known to the Consumer (Customer) during booking or within the term specified in the accommodation agreement.

The Hotel Room Booking Order will be cancelled by the Contractor upon receipt from the Consumer or the Customer of the cancellation instruction communicated by mail, telephone



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or any other means of communication allowing the Contractor to reliably ascertain that such cancellation instruction comes directly from the Consumer or the Customer.

The procedure, conditions and consequences of Contractor's refusal to effect booking are set out in the current legislation of the Russian Federation.

2.5. The Hotel offers the following reservation types:

2.5.1 Guaranteed reservation. Guaranteed reservation means the reservation which remains valid until the check-out time (12:00 (noon), Moscow time) of the day following the expected check-in date, provided that the Consumer of the Customer has advanced payment in the amount not lower than the Room (Bed) Price.

The advance payment for the Room (Bed) Booking will be effected by the Consumer or the Customer not later than 12:00 (noon) Moscow time of the day preceding the expected check-in date. In the event the Consumer (Customer) fails to advance payment within this term, the reservation loses its status as guaranteed and becomes subject to the rules applicable to non-guaranteed reservation outlined in Clause 2.5.2 below.

Upon check-in, the advance payment will be counted as payment for the first 24 hours of stay in the Room (Bed).

The Consumer (Customer) may cancel their Booking Order without penalty until 14:00 Moscow time of the day preceding the expected check-in date, i.e. 24 hours prior to check-in, unless other term has been communicated to the Consumer (Customer) at the time of Booking or specified in the agreement.

In the event of late cancellation of the Booking Order or late check-in or no-show, the Consumer or the Customer will be charged the cost of the first 24 hours of the expected stay, which may not exceed the Room (Bed) Price.

Late Booking Order cancellation is defined as cancelation communicated to the Contractor after 14:00 Moscow time of the day preceding the expected check-in date (i.e. within less than 24 hours) or within the term communicated to the Consumer (Customer) at the time of booking or specified in the agreement.

No-show is defined as failure by the Consumer to arrive at the Hotel's premises intended for Consumer check-in (Reception Desk) before the Check-Out Time (12:00 Moscow time) of the day following the expected check-in date.

Late check-in is defined as check-in taking place after the Check-In Time (14:00 Moscow time) of the expected check-in date but before the Check-Out Time of the day following the expected check-out date.

In the event the Consumer or the Customer is late for longer than 24 hours, the guaranteed reservation will be cancelled and the Consumer/Customer will be charged the cost of the first 24 hours of the expected stay, which may not exceed the Room (Bed) Price.

2.5.2. Non-guaranteed reservation. Non-guaranteed reservation means the reservation which is valid until 18:00 Moscow time of the expected check-in date and will be cancelled afterwards.

Non-guaranteed reservation does not require any advance payment.

Where the Customer is a legal entity or entrepreneur, the amount of advance payment and the payment term, as well as any other condition of Booking, are subject to the agreement between the Contractor and the Customer and may differ from those specified in these Terms & Conditions.



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The procedure, conditions and consequences of Contractor's refusal to effect booking are set out in the current legislation of the Russian Federation.

3. Execution of Agreement

3.1. The agreement between the Consumer (Customer) and the Contractor shall be executed in the form of a document to be signed by both parties and specifying:

- a) Contractor's name, Primary State Registration Number, Tax-Payer ID;
- b) Customer (individual's last name, first name, middle name (if any) and duly issued ID document);
- c) Hotel's type and category as shown of the Hotel Category Certificate; Room (Bed); Hotel's address;
- d) Room (Bed) category; Room (Bed) Price; number of Rooms (Beds) reserved;
- e) duration of stay at the Hotel;
- f) check-in and check-out times;
- g) other relevant details (at the Contractor's discretion).

3.2. One counterpart of the agreement, even if electronic, shall be deemed executed in writing if it is signed by both the parties, or upon availability of Booking Confirmation from the Contractor, or upon performance by the Customer (Consumer) of service booking action (e.g. actual payment to the Contractor of the amount in question).

The form of Booking Order and the procedure for its filing shall be established by the Contractor and be such that it can be clearly ascertained that the Order comes from the Customer (Consumer).

The Contractor shall, subject to the availability of Rooms (Beds) corresponding to the category specified in the Booking Order, shall send the Customer (Consumer) the notice specifying the Contractor's name (trade name), the Customer (Consumer), the Room category, the Room (Bed) Price, the duration of stay, the Booking conditions, and other information as may be deemed necessary by the Contractor.

In this case, the Agreement shall be deemed executed upon receipt by the Customer (Consumer) of the Booking Confirmation.

3.3. The Agreement will be made upon presentation by the Consumer of a duly issued proof of identity such as:

- a) RF passport – Russian Federation national's identity document for presentation in the territory of the Russian Federation;
- b) USSR passport – an identity document issued in the name of a Russian Federation national and still valid until due to be replaced with RF passport;
- c) certificate of birth (for minors under 14 years old);
- d) international passport – Russian Federation national's proof of identity valid outside of the Russian Federation (for individuals residing permanently outside of the Russian Federation);
- e) Russian Federation national's temporary ID;
- f) foreign national's passport or other identity document which is recognized as such by virtue of law or under an international agreement to which the Russian Federation is a party;



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g) if the guest is a stateless person – a document issued by a foreign state and recognized, under an international agreement to which the Russian Federation is a party, as their identity document;

h) temporary residence permit (if the guest is a stateless person); or

i) permanent residence permit (if the guest is a stateless person).

Minors under 14 years old shall be checked in the Hotel upon presentation by their parents (adoptive parents, legal guardians) or accompanying person(s) of their identity documents and birth certificates. The accompanying person(s) must present consent for minor to travel, duly issued by the child legal representative(s).

Unaccompanied minors over 14 years old shall be checked in the Hotel upon presentation of their ID documents and consent for minor to travel, duly issued by the child legal representative(s).

In the absence of the above documents, the Contractor may to refuse accommodation.

3.4. The Hotel provides accommodation and registration services to all arriving and departing guests on a round-the-clock basis.

All Russian nationals will be registered as residing at the Hotel in accordance with the Regulations governing the procedures for Registration and De-Registration of Russian Nationals at the Place of Staying or Residence within the Russian Federation, enacted by RF Government Decree N713 “Concerning the Approval of the Regulations on Registration and De-Registration of Russian Nationals at the Place of Staying or Residence within the Russian Federation, and of the List of Officials Responsible for Receipt and Submission to Registration Authorities of the Documents Required for Registration and De-Registration of Russian Nationals at the Place of Staying or Residence within the Russian Federation” dated 17 July 1995.

Foreign nationals and stateless persons will be registered as residing at the Hotel and subsequently de-registered as prescribed by the Regulations on Migration Registration of Foreign Nationals and Stateless Individuals within the Russian Federation, enacted by RF Government Edict N9 “Concerning the Procedure for Migration Registration of Foreign Nationals and Stateless Individuals within the Russian Federation” dated 15 January 2007 and Federal Law N109 “Concerning the Migration Registration of Foreign Nationals and Stateless Individuals within the Russian Federation” dated 18 July 2006.

3.5. Upon registration of the Consumer at the Hotel, the Contractor issues them an invoice as a confirmation of the execution of the Hotel Service Agreement. Such invoice shall specify the Contractor’s name; Consumer’s full name; Room (Bed); Room (Bed) Price; duration of stay; and other details as may be deemed necessary by the Contractor.

3.6. The Contractor charges per 24 hours of accommodation in the Room (Bed). Hourly accommodation and hourly rates are not applicable at the Hotel.

The minimum accommodation price equals the Room Price per 24 hours.

The Room (Bed) Price and the list of Hotel Services included into the Room (Bed) Price shall be set in relevant Price Schedule of the Contractor.

The prices shown in relevant Price Schedule depend on Room category, number of occupants and other circumstances, and are time-based.



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Consumers (Customers) will be charged the Room (Bed) Price indicated in their Booking Confirmation and fixed in the Contractor's current Price Schedule. Where a Room (Bed) have not been booked in advance, the Room (Bed) Price will be charged during the check-in procedure at the rate according to the current Price Schedule. By confirming their Booking Order, the Consumer (Customer) accepts and agrees with the invoiced Room (Bed) Price and may not claim price change when accommodated at the Hotel.

3.7. The Room (Bed) Price will be paid by the Consumer (Customer) in full (i.e. advance payment for the entire period of stay) upon entering into the Agreement. By effecting this payment, the Consumer (Customer) agrees to the terms of the Agreement and the latter shall be deemed signed by the Consumer (Customer).

The Consumer (Customer) shall pay for the Hotel Services and extra fee-based services in full.

Upon the settlement of payment, the Contractor will issue the Consumer (Customer) with a check or similar document executed on a controlled-issue form.

The cost of the accommodation shall be charged subject to the Check-Out Time.

If the Consumer's stay in the Room (Bed) is 24 hours or less – i.e. the Consumer has checked in after the Check-In Time (14:00 Moscow time) and/or checked out before the Check-Out Time (12:00 (noon) Moscow time) – the cost will be charged as per the minimum rate (Room (Bed) Price) regardless of the actual duration of stay at the Hotel.

In the event the Consumer has checked in and/or decided to cancel their stay one hour after the check-in, the cost of the first 24 hours will not be refunded by the Hotel.

The Contractor's services can be paid in cash (RUB) or by Visa, Master Card, Maestro, American Express, or MIR card.

3.8. Provided that the Consumer has booked in advance, the Contractor guarantees the availability of the Room (Bed) by the Check-In Time.

In the event the Consumer checks in within the interval between 12:00 a.m. (midnight) and Check-In Time, they will be charged additional fifty (50) per cent of the Room (bed) Price.

Early check-in is subject to the availability of Rooms (Beds).

3.9. If the Consumer should extend the duration of their stay, they must apply the Hotel's Reception Desk before 10 a.m. local time of the check-out day and present the identity document specified in Clause 3.3. The extension of the term of stay is subject to the availability of rooms.

Extra days will be paid by the Consumer in the manner established in these Terms & Conditions for the payment of the Room (Bed) Price not later than 12:00 (noon) Moscow time of the day on which the Consumer has requested the extension of their stay.

In the event the Consumer fails to extend the duration of their stay and pay for extra days within the term specified herein, the Contractor may require the Consumer to vacate the Room (Bed) and claim cost as set out in Clause 2.14 below for late check-out.

3.10. Where the Consumer fails to check out by the Check-Out Time, the Consumer will be charged the following Contractor-established late check-out cost: fifty (50) percent of the Room (Bed) Price for check-out between 12:00 (noon) and 23:59 Moscow time.

In all cases specified herein, the Room (Bed) Price shall be charged as per the Contractor's Price Schedule valid on the day (date) of the Consumer's check-out and applicable



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to all Consumer categories (public rates); if the Consumer had been offered at the time of Booking a private Room (Bed) Price, such Room (Bed) Price will not be applicable.

3.11. Where parents are travelling with a child under 3 years old, the child bed shall be provided at no extra cost. Parents will be requested to produce a document enabling the child's age verification – birth certificate or record in the parent's passport.

Children under 3 years old shall be offered breakfast free of charge if accompanied by adult(s) who have booked and paid for restaurant catering.

Children under 7 years shall be accommodated in the Room together with the accompanying adult(s) with no extra bed and at no extra cost.

The cost of extra bed shall be charged according to the Contractor's Price Schedule valid on the Booking Confirmation date (if ordered while booking) or on the check-in date (if ordered while checking in), or at any other time during the stay (extra bed ordered during the stay). The Contractor may refuse to provide an extra bed if the Room is not suitable for its setup.

4. Procedure for service provision

4.1. The quality of the Hotel services shall be in line with the standards established in the current RF legislation.

4.2. The Contactor shall, at Consumer's request, provide the following services on a gratis basis:

- ambulance or other emergency service call;
- medical kit;
- mail delivery, if ordered by the Consumer, upon receipt thereof;
- wakeup call;
- boiling water;
- receipt and storage of luggage in the Hotel's luggage room for the duration of stay;
- library services;
- free parking;
- information about public transport, shops, restaurants.

All fee-based services that are not included in the Room (Bed) Price shall be provided to the Consumer upon prior consent.

4.3. The Consumer may request from the Contractor the provision of extra payable services. The List of Extra Payable Services shall be available in relevant Price Schedule in the Hotel premises for Consumer check-in and check-out (the info folder at Reception Desk). Provision of extra payable services are subject to consent from the Consumer.



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The extra payable services can be paid in cash or by card in the manner established in these Terms & Conditions for payment of the Hotel Services. The Extra Service payment procedure shall be available in the Hotel premises for Consumer check-in and check-out (the info folder at Reception Desk).

4.4. The Contractor may, if needed, modify the procedure or the place for providing its Extra Services including catering services.

4.5. In case the Consumer's Room is found in need of repairs, the Contractor may offer Room change, provided that new Room is the same category or higher than the original Room.

A Room in need of repairs is defined as the room which is due for emergency repairs or sanitary measures or any other works to eliminate a factor endangering or complicating the normal (quality and safe) use of the Room or of any other Hotel's premises if such factor complicates the access to the latter.

In this case, the Contractor shall immediately notify the Consumer of the need to vacate the Room within the advised term and offer a similar or another Room as may be chosen by the Consumer, but always of not lower category.

The Consumer must vacate the Room prior to the start of the repair works within the term to be advised by the Contractor.

4.6. All and any costs arising from the Room change necessitated by repairs will be borne by the Contractor. If the Consumer should refuse to move to a similar room, the term of stay shall be deemed prematurely terminated and the monies due shall be returned.

5. The rights and obligations of the Consumer

5.1. The Consumer shall have the right to:

- use any of the Hotel Services;
- obtain complete, up-to-date accommodation rules, service lists and price schedules;
- apply Reception on service quality issues;
- leave feedback or suggestions in the Customer Feedback Book available at the Reception Desk or Contractor's other carriers/resources.

5.2. The Consumer must:

- observe the Hotel's accommodation rules set out in these Terms & Conditions and Contractor's other internal regulations;
- comply with fire safety and electric device operation rules;
- respect the rights of all other customers and visitors to the Hotel;
- exercise care when handling the Hotel's property and equipment. In the event the Guest is found to have damaged or lost any of the Hotel's property, the Guest will be held liable in the manner prescribed by the current legislation. The extent of damage will be defined and paid for by the Customer based on the Hotel's Property Damage Price Schedule;
- turn off faucets, close windows, turn off lighting and electrical appliances;
- vacate the Room by the time the pre-paid term of accommodation expires.

5.3. The Consumer must not:

- for fire safety reasons, use any heating devices (water boilers, electric kettles, electric cookers) other than those provided by the Contractor, in their Room or common premises;



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- give Room key to unauthorized people;
- allow presence of unauthorized people in the Room during their absence. The Consumer is allowed to have visitors in their Room between 8:00 a.m and Moscow time. If any of the visitors should stay after 11:00 p.m, the Consumer must duly check them in at the Reception Desk;
- bring in or keep in the Room arms, explosives, inflammables, poisonous, toxic or narcotic substances or other hazardous items. All guests licensed to carry and keep arms must present, at any time at the Hotel's request, proof of license;
- smoke in the Room or any of the Hotel's premises including any adjacent areas;
- keep bulky items in the Room (boxes larger than 100x100x100 cm must be stored in the Hotel's luggage room for the convenience of room service and the safety of Guests);
- move room furniture;
- keep animals or birds in the Room without prior agreement with the Contractor;
- disturb other guests by making noise;
- drink alcohol or beverages obtained elsewhere; eat food in the lobby, halls or corridors;
- take away dish- and tableware, food or beverages from the Hotel restaurant;
- intentionally pollute the Hotel premises;
- throw things out of the window.

6. The liability of the Contractor and the Consumer

6.1. The Contractor shall be liable for any partial loss or damage of any of the Consumer's belongings other than money, currencies, securities and other valuables.

The Contractor shall be liable for loss of any of the Consumer's monies, currencies, securities or other valuables only if these have been placed in the Contractor's care or stored in safe box regardless of whether such box is located in the Room or any other premise of the Hotel. The Contractor will be liable for any such loss from the safe box, unless ample proof has been produced by the Contractor of the safe box having been impossible to access without the knowledge or consent from the Consumer or of such access having resulted from a force majeure.

The Consumer who has found any of their belongings lost, missing, or damaged must report to the Contractor's administrators without undue delay, otherwise the Contractor will not be held liable for such loss or damage.

Any personal item discovered by the Contractor's personnel after the Check-Out Time in the vacated Room (provided it had been vacated upon expiry of the term of stay and payment and no notice of extension had been given in the manner and within the term specified in these Terms & Conditions), will be deemed left and placed under the Contractor's care and custody in the luggage room.



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The Contactor shall notify the Consumer of the items left using the contact details specified by the Consumer.

The Contactor may, if so instructed by the Consumer and subject to delivery pre-payment, arrange for the delivery of the Consumer's items to the address specified by the Consumer.

All left personal items shall be kept by the Contactor within 6 months in the manner established by the Contractor.

Upon the lapse of 6 months, all uncollected items shall be disposed of in the manner established by the Contractor.

6.2. Pursuant to the RF legislation, the Contractor shall be liable for any damages caused to the Consumer's life, health or property as a result of improperly rendered services, as well as for any deficiency in the services provided. The Contractor shall compensate for any emotional damage sustained by the Consumer as a result of violation of their consumer rights in the manner established by the RF Consumer Rights Protection Act.

The Contractor shall not be liable for any direct or indirect damages or lost profit sustained by the Consumer due to interrupted inland and/or mobile connection or Internet connection, or any circumstance beyond the Contractor's control.

6.3. A consumer found to have caused damage or loss of any of the Hotel's property shall be liable, in the manner established in the RF legislation, to compensate in full such damages according to the Contractor's Price Schedule. The Consumer shall be liable for violating other regulations including smoking and passport and visa regime.

7. Additional accommodation provisions

7.1. The Contractor reserves the right to refuse provision of the Hotel Services to the Consumer if the Consumer is found in breach of these Terms & Conditions or fails to pay for the Hotel Services in a timely manner or commits an unlawful act, in which case the Consumer shall be liable for the actual damages sustained by the Contractor.

7.2. In the event the Consumer is missing from the Room for longer than one (1) hour after the expiry of the term of stay (and no timely notice has been given and payment made for the extension of stay), the Contractor may set up a commission to make a list of the Consumer's belongings in the Room.

7.3. Material valuables such as money, precious metals, documents of value, among other things, shall be placed by the Contractor under the care of the Hotel in the Hotel's luggage room.

7.4. Preferential treatment is subject to availability of rooms and shall be enjoyed by the following consumer categories:

- Hero of the Soviet Union, Hero of the Russian Federation, Order of Labor Glory holders;
- disabled individuals with disability group I or II; disabled children and individuals accompanying them (max. 1 accompanying person);
- participants and veterans of World War II and combat veterans;
- holders of "Resident of Blockaded Leningrad" badge;
- individuals affected by radiation from Chernobyl Nuclear Power Station;



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- multi-child families;
- individuals with minors under 3 years old; and
- other individuals as may be indicated in the current legislation.