



## Public Offer

### for a hotel services agreement

The text below is an official public offer provided by ALTAY VILLAGE, Limited Liability Company (further referred to as the Contractor) for the general public; the public offer pertains to signing a hotel services agreement in accordance with clause 2 of article 437 of the Civil Code of the Russian Federation and the Rules for the Provision of Hotel Services in the Russian Federation, approved by the Decree of the Government of the Russian Federation No. 1085 on 9 October 2015.

The text of the public offer is posted on the website of ALTAY VILLAGE LLC, <http://altayvillage.com>, and is available at the administration desk of the hotel complex.

The Hotel Services Agreement (further referred to as the Agreement) is considered to have been signed and becomes effective, after you have performed the actions provided for in the offer; by signing the Agreement you expressly agree with all terms and conditions of the offer without any exceptions and restrictions.

### 1. GENERAL DEFINITIONS

The Agreement uses the following general definitions:

**Hotel Complex** means a group of buildings and premises of the hotel Altay Village Teletskoe (Altay Village Teletskoe) situated at the address: Samysh area, Artybash settlement, Altai Republic, designed to provide Clients with hotel and additional services.

**Hotel Services** mean services associated with accommodation and temporary accommodation in the hotel complex, including accompanying services, i.e. breakfast included in the price of the accommodation (the list of related services can be supplemented at the discretion of the Contractor);

**Additional Services** mean services rendered within the territory of the hotel complex, which are not included in the price of the accommodation, ordered and paid for additionally by the Client;

**Accommodation** means a single or double room in a two-storey building of a mini-hotel with seven (7) rooms, or a free-standing cedar chalet within the hotel complex;

**Price of Accommodation/Price of Hotel Services** mean the cost of temporary accommodation and other related services in accordance with the applicable rate chosen by the Client;

**Service Purchaser** means an individual or legal entity intending to order or purchase, or ordering or purchasing hotel services in accordance with the Agreement;

**Client/Customer** mean an individual intending to order or purchase, or ordering, purchasing and (or) using hotel services exclusively for personal and other needs not related to entrepreneurial activity;

**Reservation Request** means a verbal or written request\* submitted by the Service Purchaser/Client for the purpose of booking an accommodation in the hotel within the period specified by the Service Purchaser/Client;

**Guaranteed Reservation** means that the Contractor reserves the accommodation for the Service Purchaser/Client after the latter has paid a security deposit, in which case the Executor expects the Client to arrive before the check-in time of the day following the day of the planned check-in. Should the Service Purchaser/Client cancel their reservation untimely or fail to arrive at the hotel (on time), the Service Purchaser/Client will be charged a fee for the room vacancy. Should the Client arrive more than one day late, the Guaranteed Reservation shall be cancelled;

**Security Deposit** means the amount of money deposited by the Service Purchaser/Client in favour of the Contractor; the

\* *the recommended form of written request is given in Appendix No. 1 (optional)*

\*\**here and further in the text, the local time is indicated (Moscow+4 hours)*



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Contractor shall set the security deposit off against penalties or reimbursement for non-performance or improper performance of the contractual obligations by the Service Purchaser/Client, or any other actions/inaction of the Service Purchaser/Client inflicting damage on the Contractor.

**Service Seasonality** means periods of time in the year characterised by a certain level of demand for hotel services, depending on various external factors (climate, weather conditions, popular vacation period, etc.). The present Agreement differentiates between Low Season, Shoulder Season and High Season. The period of each season and prices shall be set by the Contractor.

Low Season means a period of low demand for the services and the lowest workload of the hotel complex.

Shoulder Season means the period of high workload of the hotel complex.

High Season means the period of the greatest workload of the hotel complex; usually, this period coincides with official holidays, popular vacation periods, etc.

2021 seasons:

Low Season: from 11 January to 27 April, and from 1 October to 27 December.

Shoulder Season: from 12 May to 30 June, and from 1 September to 30 September.

High Season: from 30 April to 11 May, and from 1 July to 31 August.

**Check-in and Check-out Time:** time of check-in at the Hotel Complex: 15:00,

Check-out time at the Hotel Complex: 12:00 **Contractor's website:** <http://altayvillage.com>

## **2. SUBJECT OF THE AGREEMENT**

2.1. Under the Agreement, the Contractor undertakes to provide hotel services and additional services at the request of the Client, and the Service Purchaser/Client undertakes to pay for the services rendered on the terms provided for in this Agreement.

2.2. The price of the accommodation and accommodation characteristics are indicated on the website [www.altayvillage.com](http://www.altayvillage.com) in the Reservation section.

## **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

3.1. *The Contractor shall:*

3.1.1. Provide the Service Purchaser/Client with information about the hotel services and their price, information about additional fee-based services, as well as about the Rules of Stay at the Hotel Complex by publishing this information on the Contractor's website;

3.1.2. Provide a Reservation Confirmation by phone/email/any other available method at the request of the Service Purchaser/Client;

3.1.3. In case of a Guaranteed Reservation, the Contractor shall timely provide the Client with the accommodation specified by them in the reservation request;

3.1.4. Furnish the Service Purchaser/Client with documents regarding payment for the hotel services and duration of their stay;

3.1.5. Ensure round-the-clock check-in and check-out services for arriving and departing guests.

3.2. *The Contractor has the right to:*

3.2.1. Request that the Client presents their identity document at the time of check-in;

3.2.2. Deduct the charge for the hotel services and/or additional services from the security deposit, in cases where the services have been provided to but not have been paid for by the Service Purchaser/Client;

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3.2.3. Deduct a penalty of 100% of the price for one-day accommodation from the security deposit for each cancelled reservation, if the Service Purchaser/Client has cancelled their reservation later than:

- during the Low Season: at least 7 calendar days prior to the change/cancellation;
- during the Shoulder Season: at least 30 calendar days prior to the change/cancellation;
- during the High Season: at least 30 calendar days prior to the change/cancellation, or if the Client failed to arrive.

3.2.4. If the Client would like to check-out before the end of their stay, the Client shall notify the Contractor thereof by 12:00 of the day prior to their departure, otherwise the Client shall pay the Contractor a penalty of 100% of the price for each room for one (1) day at the reservation rate.

3.2.5. Deduct the amount of penalty from the security deposit in case of any loss or damage to the Contractor's property or property of other parties, for whose safety the Contractor is responsible.

3.2.6. Cancel a confirmed reservation and/or an accommodation agreement before the Client checks in, if it is not functionally possible to accommodate the Client during the period specified in the request and/or the accommodation agreement.

3.3. *The Service Purchaser /Client shall:*

3.3.1. Make a security deposit in a timely manner and in full, pay the provided hotel and additional services at the prices applicable at the time of payment.

3.3.2. Reimburse the Contractor for their expenses in the event of loss or damage to the Contractor's property or property of third parties, for whose safety the Contractor is responsible;

3.3.3. Observe the accommodation rules according to the Rules of Stay in the Hotel Complex.

3.3.4 Make full payment for all services provided in the hotel complex before departure.

3.4. *The Service Purchaser/ (Client has the right to:*

3.4.1. Pay for the hotel and/or additional services in advance using any method that suits the Client (by credit card, transferring funds through bank branches using the details posted on the Contractor's website, or paying funds directly at the Contractor's cash desk).

3.4.2. Demand that the Contractor refunds full amounts of payments made (security deposit and advance payment), if the Client cancelled their reservation not later than:

- during the Low Season: at least 7 calendar days prior to the change/cancellation;
- during the Shoulder Season: at least 30 calendar days prior to the change/cancellation;
- during the High Season: at least 30 calendar days prior to the change/cancellation.

#### **4. RESERVATION, CHECK-IN AND PAYMENT FOR THE SERVICES**

4.1. The Service Purchaser/Client shall make their reservation independently using the online reservation system on the Contractor's website.

The Service Purchaser/Client can also make their reservation request by phone 8-800-444-1444 or e-mail reservation@altayvillage.com (offline reservation).

4.2. The Client shall pay 50% of the amount due for the ordered services that have been confirmed by the Contractor within five (5) banking days from the date of the invoice; the Client shall pay the remaining 50%:

- during the Low Season: within at least 7 calendar days prior to the start of the provision of the services ordered;
- during the Shoulder Season: within at least 30 calendar days prior to the start of the provision of the services ordered;
- during the High Season: within at least 30 calendar days prior to the provision of the services ordered;
- for Urgent Reservations: at least 24 hours prior to the date of arrival or the start of service provision.

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The date of payment shall be the date on which the funds have been credited to the Contractor's current account or received at the Contractor' cash desk.

4.3. The Service Purchaser/Client shall make a security deposit and pay for the hotel and/or additional services in full or in part at their discretion; the prices apply according to the rates applicable at the time of payment and posted on the official website [www.altayvillage.com](http://www.altayvillage.com) in the Reservation section.

4.4. The Service Purchaser/Client can make a security deposit or pay for hotel and/or additional services in the online reservation system using their bank card or via payment systems, e.g., QIWI Wallet, Moneta.ru Wallet, Yandex.Money or WebMoney

In case of offline reservation, the Client shall pay directly at the Contractor's cash desk or by transfer to the Contractor's account according to the details posted on the Contractor's website.

4.5. The security deposit shall be made within five (5) banking days from the date of the invoice. Upon expiration of this period, the request shall be cancelled and the guaranteed reservation shall not be provided.

4.6. Accommodation is guaranteed to be booked for at least a day (from 15:00 to 12:00 of the next day).

4.7. In case of an early arrival (before the check-in time), the Client shall pay for accommodation as follows:  
from 09:00 to 14:00, the Contractor shall charge for half of one day of stay;  
earlier than 09:00, the Contractor shall charge for one day of stay.

4.8. In case of a late departure (after the check-out time), the Client shall pay for accommodation as follows:  
from 12:00 to 18:00, the Contractor shall charge for half of one day of stay;  
later than 18:00, the Contractor shall charge for one day of stay.

Early check-in and late check-out are not guaranteed and subject to prior confirmation by the Contractor.

4.9. Should the Service Purchaser/Client cancel their accommodation reservation and/or additional services no later than 7 days before the date of check-in during the Low Season and 30 calendar days before the date of check-in during the Shoulder and High Seasons, the security deposit and advance payment shall be refunded in full.

4.10. Should the Service Purchaser/Client cancel their accommodation reservation and/or additional services less than 7 days before the date of check-in during the Low Season and 30 calendar days before the date of check-in during the Shoulder and High Seasons, the security deposit and advance payment shall be refunded partially: The Contractor has the right to charge a penalty in the amount of 100% of the price of each cancelled reservation for the first day of stay and demand a compensation for their actual expenses incurred by them for additional services.

4.11. To receive a refund for the security deposit and advance payment, the Service Purchaser/Client shall make a written application for cancellation of the reservation request (Appendix No. 1 to the Agreement) and attach copies of their identity documents. Upon the Client's departure, the security deposit can be set off against hotel or additional services provided to the Client or refunded to the Service Purchaser/Client.

4.12. Refund terms and procedure:

- if the payment for hotel and/or additional services was made in cash, the refund can be made both at the cash desk and by transfer from the current account of the Contractor. Refunds in cash at the cash desk can be made on working days from 09:00 to 18:00. Funds are transferred to the Client's bank account within three (3) working days from the receipt of the relevant application and the provision of bank details.
- if the payment for hotel and/or additional services was made by non-cash method, the refund can be made by non-cash transfer to the bank account of the payer within three (3) working days from the receipt of the relevant application and the provision of bank details.

4.13. By paying for hotel or additional services not requested by the Client in advance, the Client expressly agrees to accept such services.

## **5. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE**

\* *the recommended form of written request is given in Appendix No. 1 (optional)*

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5.1. Pursuant to the legislation of the Russian Federation, the Contractor shall be liable for damage caused to life and health of the Client as a result of shortcomings in the course of service provision.

5.2. The Service Purchaser/Client shall reimburse the Contractor for any losses caused through the fault of the Service Purchaser/Client. The Client shall be liable for other violations in accordance with the Rules of Stay at the Hotel Complex.

5.3. The Contractor shall not be liable for the violation of the terms of the Agreement, if such a violation is caused by force majeure circumstances. Such circumstances, include without limitation, actions of state authorities, fire, flood, earthquake, natural disasters, strikes, civil unrest, riots, natural and man-made disasters and accidents not related to the wrongdoings of the parties.

5.4. The parties shall consider disputes regarding the performance under the Agreement in a complaint procedure. Written complaints can be sent to the Contractor's postal address: office 626, 109 Sotsialisticheskoy Ave, Barnaul, 656015 or to the e-mail address: welcome@altayvillage.com. Complaints to the Service Purchaser/Client shall be sent to the address of their location (for a legal entity), to the place of registration indicated in the passport of an individual, or to another address additionally specified by the Service Purchaser/Client.

A submitted complaint shall be considered within 15 calendar days from the date of its receipt.

## **6. PROCESSING OF PERSONAL DATA**

6.1. The Contractor undertakes to process the personal data of the Client (individual) solely for the purpose of providing the Client with hotel services; the Contractor undertakes not to disclose any personal data to third parties and not to distribute the Client's personal data without the consent of the latter, unless otherwise provided for by the current legislation.

6.2. By signing this Agreement, the Client (individual) agrees that the Contractor can process the Client's personal data for the purpose of hotel service provision.

## **7. AGREEMENT AMENDMENT AND TERMINATION**

7.1. The Contractor reserves the right to amend the terms of the Agreement at any time. If the effective date of such changes is not expressly specified, the changes shall come into force after they have been posted on the Contractor's website.

7.2. The Contract may be terminated by the Contractor unilaterally in cases where the Service Purchaser/Client has violated the terms of the Agreement and the Rules of Stay in the Hotel Complex.

7.3. The Client has the right to withdraw from the Agreement at any time, subject to the provisions of clauses 4.8-4.9 of the Agreement.

## **8. TERM OF THE AGREEMENT**

8.1. The Agreement shall come into force after the Client has paid under their reservation request (the offer has been accepted) and be valid the expiration of the time of stay paid for by the Client.

### **Altay Village LLC**

Legal address: office 5, bldg. 14, Bolyaeva St., 649140

Turochak settlement, Turochak district, Altai Republic

Postal address: 76a Papanintsev St., Barnaul, 656049

Altay Village LLC

Tel.+7-905-981-86-17, +7-903-996-78-29

E-mail: svetlanavas72@mail.ru

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INN (Tax Identification Number) 0400002820/KPP (Tax Registration Reason Code) 040001001  
OGRN (Primary State Registration Number) 1145476050059

**Bank details:**

Bank: Branch of VTB (PJSC) in Krasnoyarsk  
current account 40702810214030001332  
correspondent account 30101810200000000777  
Sort code 040407777

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