

PUBLIC CONTRACT FOR THE PROVISION OF HOTEL SERVICES ON A PAID BASIS

Republican Unitary Enterprise "President-Hotel" (Republic of Belarus, Minsk), hereinafter referred to as the Contractor, represented by Director Alexei Viktorovich Podomatko, acting on the basis of the Charter, enters into this Contract with any individual who has provided the documents necessary for registration of accommodation in the hotel "President-Hotel", in accordance with clause 3.2 of the Rules of Hotel Services, Accommodation and Internal Regulations of the Contractor and who has accepted the public offer to enter into this Contract. The Contract is an agreement on the provision of services on a paid basis, entered into by means of a public offer, and regulates the procedure for the provision of hotel services and the obligations arising therefrom between the Contractor and the Customer, hereinafter referred to as the Parties. The Parties shall be guided by the legislation of the Republic of Belarus and this Contract.

The text of this Contract is available on the official website of the hotel "President-Hotel" at the following address: https://www.president-hotel.by/upload/docs/public_of_contract.pdf

The current tariffs of the hotel "President-Hotel" are available on the official website of the hotel at the following URL: <https://www.president-hotel.by/booking/%3f>.

The Parties have entered into this Contract as follows.

1. SUBJECT OF THE CONTRACT

1.1. According to this Contract, the Contractor undertakes to provide hotel and additional services (catering, mini-bar, telephone, laundry, dry-cleaning, etc.), hereinafter referred to as the Services, to the Customer, and the Customer shall accept and pay (ensure payment) for the Services in the order stipulated by this Contract.

1.2. The hotel Services are rendered at the following address: 18, Kirova Street, Minsk, Republic of Belarus, hotel "President-Hotel" (hereinafter referred to as the Hotel) in accordance with the five stars (*****) category.

1.3. Check-in/check-out time at the Hotel:

Check-in — 2:00 p.m. local time of the Hotel location.

Check-out — 12:00 p.m. local time at the Hotel location.

1.4. Hotel room reservation shall be made by accepting an application for hotel Services from the Customer (hereinafter referred to as the Customer's Application) by phone: +375447747701 (mobile), +375172297000, +375172297003, by e-mail reservation@president-hotel.by, info@president-hotel.by, through the reservation module available on the official website of the Contractor www.president-hotel.by. The Application for the provision of Hotel Services shall be executed in any form in accordance with clause 3.3.1 of this Contract.

1.5. The Contractor shall provide Services in accordance with the Rules of Hotel Services, Accommodation and Internal Regulations (hereinafter referred to as the Rules of Hotel Services) available on the Contractor's website at the following URL: <https://www.president-hotel.by/upload/iblock/f46/oc9hp2liht0xg6qflndsl8qsfcvb43b5.pdf>.

2. PROCEDURE FOR ENTERING INTO THE CONTRACT

2.1. This Contract is a public contract (Article 396 of the Civil Code of the Republic of Belarus), in accordance with which the Contractor undertakes the obligation to provide services to an indefinite number of persons (Customers) who have applied for the specified Services.

2.2. Publication (placement) of the text of this Contract on the official website of the Contractor at the following URL: https://www.president-hotel.by/upload/docs/public_of_contract.pdf is a public offer of the

Contractor, addressed to an indefinite number of persons, to enter into this Contract (clause 2 of Article 407 of the Civil Code of the Republic of Belarus).

2.3. Entering into this Contract shall be performed by means of the Customer's accession to this Contract, i.e. by means of acceptance by the Customer of the terms and conditions of this Contract as a whole, without any conditions, exceptions and stipulations (Article 398 of the Civil Code of the Republic of Belarus).

2.4. The fact of acceptance by the Customer of the terms and conditions of this Contract shall be the Customer's payment for the Services ordered by the Customer in the manner and on the terms and conditions specified in this Contract (clause 3, Article 408 of the Civil Code of the Republic of Belarus).

2.5. This Contract, provided that the procedure of its acceptance is observed, shall be deemed to have been entered into in a simple written form (clauses 2 and 3 of Article 404 and clause 3 of Article 408 of the Civil Code of the Republic of Belarus).

2.6. The Parties acknowledge the location of the Contractor as the place of entering into the Contract.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Contractor shall:

3.1.1. provide Services in a timely and qualitative manner according to the terms and conditions of this Contract, international acts, legislation of the Republic of Belarus, local acts of the Contractor, as well as taking into account the information publicly placed on the official website of the Contractor, which has the status of a public offer;

3.1.2. provide Services according to the application for provision of Hotel Services (hereinafter referred to as the Application), executed in accordance with the procedure defined by this Contract and pursuant to the Rules of Hotel Services;

3.1.3. provide Hotel Services to the guests in accordance with the category of the Hotel;

3.1.4. in the event that the Customer cannot be accommodated according to the confirmed Application for reservation, accommodate the Customer in available rooms of a class higher in price than the rooms ordered and confirmed, and in the absence of such rooms — in other available rooms;

3.1.5. provide the Customer, subject to the terms and conditions of this Contract, with the Customer's guest invoices generated by the electronic Hotel management system (Invoice), which at the same time constitute an act of services rendered (hereinafter referred to as the Act);

3.1.5. provide the Customer with information and reference materials, contributing to the formation of the Customer's comprehensive understanding of the Hotel Services offered by the Contractor.

3.2. The Contractor shall be entitled to:

3.2.1. refuse to accommodate the Customer:

- who arrived without prior reservation, in the event of unavailability of rooms, or provide rooms after payment at the maximum published rates (abbreviated as RackRate) or at the promotional rates in effect on the date of arrival of the guest;

-if the guest's state of health endangers the safety of the guest or other persons, which is confirmed by medical documents, as well as creates disturbance and unavoidable inconvenience for other persons;

- if the guest violates the rules of accommodation in the Hotel, creates a threat to life or health of other persons;

- if the guest's belongings (property) contain objects or substances that pose (may pose) a threat to the life or health of other persons;

- who failed to provide the documents required for registration of accommodation in the Hotel in accordance with clause 3.2 of the Rules of Hotel Services.

3.2.2. terminate the Contract prematurely in the following cases:

– the Customer's violation of the Rules of Hotel Services;

– in the event of violation of the terms and conditions of payment for the Services applied for;

– in the event of refusal to agree to the terms and conditions of the offer contract and the Rules of Hotel Services.

3.2.3. deduct from the Customer or demand payment of the full cost of the Services rendered or damage caused by the Customer, whereby the Customer acknowledges the actions of the Contractor to be fully lawful and has no claims;

3.2.4. not to accommodate guests at the Customer's request until the Customer has fully performed its payment obligations, or to accommodate guests after they have paid the cost of Hotel rooms at the Hotel tariffs in effect on the date of the guest's arrival;

3.2.5. unilaterally change the cost of its Services on the basis of the economic situation, as well as in the event of changes in legislation in the field of pricing, market conditions, rates of taxes, fees, mandatory payments, operating costs.

3.3. The Customer shall:

3.3.1. submit to the Contractor an application in an arbitrary form (clause 1.4 of the Contract), which contains the following information:

– the Customer's full name, country of registration, hotel room category, number of guests in the room, terms of stay (with indication of check-in and check-out times), need for additional services; contact details;

3.3.2. prior to payment for the Services, get acquainted with the Rules of Hotel Services, this Contract, fire safety standards, other internal regulatory documents related to the provision of the Services applied for;

3.3.3. submit the Application, changes to it, cancellation of the reservation or a letter by e-mail: info@president-hotel.by, reservation@president-hotel.by, +375447747701 (Viber, WhatsApp, Telegram), +375172297000, +375172297003, through the reservation module available on the official website of the Contractor www.president-hotel.by;

In the event that the Customer's planned dates of Hotel accommodation or the number of reserved rooms changes, the Customer shall notify the Customer at least 24 hours in advance. Within the same time limits, the Customer may cancel the Application (cancellation of the Application);

3.3.4. pay for the Services rendered by the Contractor in the amount, terms and order established by this Contract. The accommodation fee is charged in accordance with the uniform billing time from 12 p.m. of the current day. For stays of one day or less (including the first day), the room rate is charged per day;

3.3.5. observe the Rules of Hotel Services and fire safety requirements;

3.4. The Customer shall be entitled to:

3.4.1. get acquainted with the documents confirming the fact that the Contractor has rendered Services to the guest;

3.4.2. make proposals to improve the quality of Services provision;

3.5. The Customer shall acknowledge and not object to the fact that video surveillance systems are used in the Hotel premises (except for hotel rooms and toilet cubicles).

4. COST OF SERVICES, PROCEDURE AND CONDITIONS OF PAYMENTS

4.1. The cost of Services rendered under this Contract shall be determined based on the scope, nature and duration of the Services ordered by the Customer, according to the prices/tariffs approved by the Contractor, placed on the official website of the Contractor www.president-hotel.by, and valid immediately at the moment of reservation of the ordered Services.

4.2. The Customer, who is a resident/non-resident of the Republic of Belarus, shall make a 100% payment before check-in by one of the following available methods, in accordance with the terms and conditions of the reservation and the tariff chosen (at the time of reservation or at another time before check-in):

– by depositing funds in cash in Belarusian roubles at the Hotel's cash desk;

– by bank card (MIR, BELCARD, VISA, VISA ELECTRON, MASTER CARD, CIRRUS/MAESTRO) directly at Hotel reception;

– by bank or postal funds transfer to the relevant settlement account of the Contractor specified in Section 10 of this Contract;

– via the ASSIST electronic payment system.

4.3. In the event of prolongation of the accommodation period confirmed by the Contractor, the Customer shall, based on the issued Invoice, make payment no later than the date of completion of the initial reservation. Payment for the prolongation of accommodation shall be made at the rates approved by the Contractor at the time of applying for the prolongation of accommodation.

4.4. The final scope and cost of Services to be rendered shall be determined:

– for accommodation — at the tariffs set by the Contractor, valid as of the day of provision of accommodation services (daily rate);

– additional services — at the prices set by the Contractor, valid as of the day of provision of services.

4.5. The currency of payment shall be the Belarusian rouble.

4.6. The Customer shall make the final payment for accommodation and rendered Services before 12:00 p.m. on the day of check-out according to the Invoice in cash funds or by bank cards (MIR, BELKART, VISA, VISA ELECTRON, MASTER CARD, CIRRUS/MAESTRO) at the cash desk of the Contractor.

4.7. Expenses for bank services for the transfer of funds shall be borne by the Party making the payment.

4.8. If the Customer reduces its accommodation in the Hotel and informs the employees of the reservation, reception and accommodation department about it at least 24 hours before the estimated time of the new check-out date, the Contractor shall make a refund to the Customer who paid for this Service in the amount of the cost of the unclaimed Services in accordance with the established procedure. In the event that the Customer checks out less than 24 hours before the end of the paid period of accommodation, no refunds shall be made.

The refund for Services shall be made on the basis of the Customer's application within fourteen (14) banking days after receipt of the application.

4.9. No interest shall be charged or paid on the amount of advance payment.

5. LIABILITY OF THE PARTIES

5.1. The Parties shall bear property liability for failure to fulfil or improper fulfilment of the terms and conditions of the Contract in accordance with the legislation of the Republic of Belarus.

5.2. The Contractor shall not be held liable in the event of failure to perform and/or improper performance of Services on its part or on the part of third parties arising due to unreliability, insufficiency or untimeliness of supporting information and documents provided by the Customer, as well as due to other violations of the terms and conditions of this offer on the part of the Customer.

5.3. The Contractor shall not be liable in the event of the Customer's failure to arrive at the Hotel on the first day of check-in and, as a result, possible failure to check-in to the Hotel.

5.4. The Contractor shall be liable to the guests for the impossibility to provide Hotel Services resulting from the sale (reservation) of Services in an amount exceeding the actual number of rooms (places) in the Hotel required for their provision (overbooking). In this case, the Contractor shall be obliged, at its own expense, to provide accommodation services to the guest in another hotel of the same or higher category (class) and located in the same area (district), as well as to reimburse the guest for the necessary expenses for its transfer to the new hotel.

5.5. The Parties shall be released from liability for improper fulfilment/failure to fulfil obligations under the Contract, if they prove that such was possible due to the adoption of an act of state authorities or force majeure, i.e. extraordinary and unavoidable circumstances arising under existing conditions. The occurrence of force majeure shall be confirmed by an official document of the competent authority, otherwise it is not a basis for releasing from liability.

5.6. In the event of failure to reach an agreement in the claim (pre-trial) procedure, the dispute shall be considered in the Economic Court of Minsk. The language of the arbitration shall be Russian. The governing law shall be the law of the Republic of Belarus.

5.11. The Customer represents the interests of all persons (guests of the Customer) specified in the Application and is personally liable to the Contractor for the correctness of the data about them, for the fulfilment of all obligations, including the obligation to pay for the Services and the payment of a fine in the event of refusal to provide Hotel Services, including failure to check-in to the Hotel.

6. CONTRACT CHANGE AND TERMINATION

6.1. This Contract shall be deemed entered into from the moment the Customer pays to the Contractor or the funds paid by the Customer as payment for the Services ordered by the Customer, and shall remain in force until the Parties completely fulfil their obligations.

6.2. The Customer shall have the right to prematurely terminate the Contract subject to payment for the Services actually rendered.

6.3. The Contractor shall have the right to unilaterally terminate this Contract.

6.4. The Contractor shall have the right to change the terms and conditions of this Contract without prior notice. The Customer, being aware of the possibility of such changes, shall agree that such changes may be made. If the Customer continues to use the Services of the Contractor after such changes, this shall constitute its acceptance thereof.

6.5. The Contractor shall bring the text of changes and/or alterations of this Contract or its new version to public notice by means of placing (publishing) the relevant information on the official website of the Contractor www.president-hotel.by.

6.6. In the event of disagreement with the changes and/or alterations made, the Customer shall be entitled to terminate this Contract.

6.7. The Parties shall unconditionally agree that silence (absence of written notices on cancellation of this Contract or on disagreement with separate provisions of this Contract, including change of tariffs for Services) shall be recognised as consent and adherence of the Customer to the new edition of this Contract (clause 3, Article 159 of the Civil Code of the Republic of Belarus).

7. DATA CONFIDENTIALITY

7.1. The Customer is guaranteed confidentiality of the data provided by it for the purpose of reservation of Hotel Services and registration of accommodation in the Hotel.

8. RESOLUTION OF DISPUTES

8.1. The Parties undertake to resolve all disputes and discrepancies related to this Contract by means of negotiations.

8.2. In the event that the Parties fail to resolve all disputes in accordance with the procedure established in the Contract, all disputes arising from this Contract, including those related to its entry into, change, termination, performance, invalidity shall be resolved in court in accordance with the legislation of the Republic of Belarus.

9. ADDITIONAL TERMS AND CONDITIONS

9.1. In the events not stipulated by this Contract, the Parties shall be guided by the current law of the Republic of Belarus.

9.2. The Parties to the Contract are notified of the need to comply with the established anti-epidemiological measures to prevent the spread of COVID-19 and undertake to implement the relevant recommendations of the Ministry of Health of the Republic of Belarus and Sanitary Norms and Rules "Requirements for the organisation and implementation of sanitary and anti-epidemiological measures aimed at preventing the introduction, emergence and spread of influenza and COVID-19 infection", approved by Decision No. 217 of the Ministry of Health of the Republic of Belarus dated December 29, 2012 (<https://etalonline.by/document/?regnum=W21326822p>).

10. DETAILS OF THE CONTRACTOR

Republican Unitary Enterprise "President-Hotel"

18-3 Kirova Street, room 601, Minsk 220030, Republic of Belarus

UNP (Payer's Identification Number) 192750936

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BIK (Sort Code) AKBBBY2X at ASB Belarusbank OJSC; 18, Dzerzhinskogo Avenue, Minsk, Belarus)