## **Rules for Booking Hotel Services**

The rules for booking rooms in hotels and accommodations of the METROPOL Grand Hotel Gelendzhik (hereinafter referred to as the "Rules") are developed based on the Civil Code of the Russian Federation, Federal Law No. 2300-1 dated February 7, 1992, "On Consumer Rights Protection," in accordance with the Resolution of the Government of the Russian Federation No. 1853 dated November 18, 2020, "On Approving the Rules for Providing Hotel Services in the Russian Federation," and other regulatory acts governing the provision of hotel services in the Russian Federation.

# 1. General Provisions and Key Concepts.

"Booking" — the reservation of a room (space in a room) for the Consumer in a Hotel or Sanatorium under the terms defined by the Customer's or Consumer's request and the confirmation of this request by the Contractor.

"Hotel" or "Sanatorium" — an accommodation facility that is part of the METROPOL Grand Hotel Gelendzhik, which provides hotel services and falls under one of the types of hotels as specified in the classification regulations approved by the Government of the Russian Federation.

"Hotel Services" — a set of services provided to individuals for accommodation and other services as stipulated by the current Rules for Providing Hotel Services in the Russian Federation, approved by the Government of the Russian Federation, which are provided by Contractors.

"Contractor" — a legal entity providing hotel services to the Consumer.

"Consumer" or "Guest" — an individual intending to order or purchase, or who orders or purchases and/or uses hotel services for personal and other needs not related to entrepreneurial activities.

"Customer" — an individual or legal entity, or individual entrepreneur intending to order or purchase, or who orders or purchases hotel services on behalf of the Consumer;

"Website" — the official website of LLC "METROPOL ESSET MANAGEMENT" (TIN 2304077496) - https://metropol-gelendzhik.ru.

"Additional Services" — extra services provided by the Contractor either free of charge or according to the Contractor's Price Lists.

"Room" — a space in a Hotel or Sanatorium intended for temporary accommodation and meeting the parameters established by the Contractor for each specific category of rooms.

"Price Lists" — internal local regulatory acts of the Contractors that establish:

- categories of rooms and their characteristics;
- prices for Rooms and a list of Hotel Services included in the price of Rooms;
- the cost of providing an additional space in a Room (additional bed);
- a list of property of the Hotel, Sanatorium and its value, which is to be compensated by the Consumer in case of loss or damage to the property of the Hotel, Sanatorium by the Consumer;
- a list and cost of Additional Services provided by the Contractor, including the cost of breakfast if it is not included in the price of the Room.

Price Lists are established on the date of check-in by the Guest according to a previously made request (booking). The Price Lists of Hotels, Sanatoriums are posted on the Website and also in an accessible area within the Hotel, Sanatorium designated for processing temporary accommodation for Consumers.

"Public Offer" — an offer addressed to an unlimited number of individuals interested in acquiring hotel services from the Contractor to enter into a contract for the provision of hotel services, including these Booking Rules for the Hotel, Sanatorium, Price Lists, and other documents that disclose the essence of the offer.

"Acceptance" — the consent of an individual interested in acquiring hotel services to enter into a contract for the provision of hotel services.

## 2. Methods of Booking.

2.1 Booking a room in a Hotel or Sanatorium is carried out by submitting a request to the Contractor in the following ways:

- Submitting a request on the website https://metropol-gelendzhik.ru using the online booking service. The Customer, using the online booking service (located on the Website), forms a request for the selected rooms, after which the generated request is sent to the Contractor. The electronic booking form on the Website is considered equivalent to a written request.
- Sending a request via email: reservations@metghg.ru;
- By phone: +7 (86141) 4 38 08 (hotel bookings).
- In person at the Hotel or Sanatorium at the reception desk;
- On online portals that sell hotel services from Contractors on the Internet. In this case, the
  booking, modification, and cancellation (partial cancellation) procedures, as well as rates and
  conditions for their application, may differ from the conditions set by the Contractors under
  these Rules and Price Lists. Contractors are not liable if Guests present any claims related to
  the fact that the internet portal provided them with inaccurate and/or incomplete information
  about the services offered at the Hotel or Sanatorium.
- 2.2 Booking is available 24/7. The Customer becomes acquainted with all booking conditions during the booking process. If the Customer does not understand any booking conditions, including cancellation terms or making any changes to an existing booking, they can clarify the necessary information via email at reservations@metghg.ru or by calling the hotline indicated on the Website.
- 2.3 The booking request must include the following information:
- Dates of stay (check-in date and check-out date);
- Last name, first name, and patronymic of the Customer;
- Number of rooms being booked in the required category, arrangement of Guests (single, double):
- Planned number of Guests in each room;
- Last name, first name, patronymic, and age of each Guest:
- Contact information of the Customer (phone number, email address);
- Payment method;
- List of additional services;
- Most convenient way to contact the Customer.
- 2.4 When submitting a request via the online booking service on the Website, the Customer fills in all fields marked as "mandatory" in the booking system. The Customer assumes all risks (submitting a new request, changing rates, changing hotel service costs, refunding money, etc.) associated with errors and/or inaccuracies in providing requested data during the request submission, including their own personal data and personal data of other individuals indicated in the Request.
- 2.5 The cost of staying in a Room is calculated according to the Price Lists based on the checkin time and check-out time (calculation hour) of the specific Hotel or Sanatorium indicated on the relevant page of the Website, regardless of the actual check-in time of the Customer/Guests. For the purposes of these Rules, "days" refer to the period starting from the check-in calculation hour and ending at the check-out calculation hour on the day following the day of arrival of the Consumer, as well as every subsequent 24 hours until the check-out calculation hour on the day of departure of the Consumer.
- 2.6 By making a room reservation, the Customer agrees to the cancellation procedure, to rules applicable in case of no-show or late arrival, as well as to all additional conditions and rules of the Contractor that may apply to the booked type of accommodation, including those regarding services and products provided by the Contractor.
- 2.7 The list of services depends on the booked category of room and the Guest's status in the loyalty program. The conditions are specified on the Website in the tariff description and in the booking confirmation.
- 2.8 To change information in an existing (confirmed) booking request, the Customer must send a

request to the Contractor by any method specified in paragraph 2.1 of the Rules, indicating the booking number no later than one day in advance. Changes are considered confirmed after the Customer receives written confirmation. The Contractor has the right to refuse to make changes to the request if they are not possible.

### 3. Multicurrency on the Website

- 3.1. The Website has implemented a multicurrency mode. Users can choose in which currency prices will be displayed on the Website.
- 3.2. The final invoice will be issued in the currency of the country where the Hotel or Sanatorium is located; the actual amount charged will depend on the currency conversion rates of the banks conducting the money transfer.

### 4. Booking Confirmation

- 4.1. The Contractor confirms the request by sending an informational message and issuing an invoice for the Contractor's services, which contains the following information: name of the Contractor, Customer (Guest), room categories, number of booked rooms, price, booking conditions, duration of stay at the hotel, payment deadline for the invoice and/or advance payment (if applicable). Informational messages confirming the request are sent to the email address provided by the Customer during booking and to messengers linked to the phone number, as well as posted in the Customer's personal account created on the Website. Confirmation of the request is carried out no later than 48 hours from the moment it is received. From the moment of confirmation of the booking request and sending informational messages about the confirmation to the Customer, the room specified in the booking request is considered provisionally reserved.
- 4.2. The following types of bookings are applied in Hotels and Sanatoriums:
- a) Guaranteed booking a type of booking where the Contractor expects the Consumer until the check-in hour on the day following the planned arrival date, provided that an advance payment of at least one day's accommodation cost in the Room (place in the Room) is made by the Consumer or Customer with their consent. The advance payment is made by the Consumer or Customer after receiving confirmation of the booking, within the timeframes specified in the confirmation, but in any case no later than 12:00 PM\* local time on the day preceding the planned arrival date. The payment is considered made upon receipt of funds into the Contractor's settlement account. If payment is not made within the specified timeframes, the booking is considered canceled without prior notice. In case of late cancellation of a guaranteed booking, late arrival, or no-show by the Consumer, a fee for actual downtime of the Room (place in the Room) will be charged, but no more than for one day. A guaranteed booking can be canceled without charging for actual downtime of the Room 24 hours\* before arrival. A no-show is recognized as the Consumer's failure to arrive at the Hotel or Sanatorium where the Room is booked (to the reception service of the Hotel or Sanatorium) by the check-in hour on the day following the planned arrival date. A delay by the Consumer is recognized as arriving after the check-in hour on the planned arrival date and before the check-in hour on the day following that date. In case of a delay of more than one day, the guaranteed booking is canceled, and a fee for actual downtime of the Room will be charged to the Consumer (Customer), but no more than for one day. b) Non-quaranteed booking is a type of reservation where the Provider expects the Customer until 3:00 PM\* (local time) on the day of arrival. After this time, the reservation is canceled. In the case of non-guaranteed booking, no advance payment is made by the Customer. To confirm a nonguaranteed booking, it is necessary to notify the Provider at least one day before the specified arrival date by any convenient means (phone, email). If there is no confirmation from the Customer/Guest, or if the Provider's booking service is unable to contact the Guest, the booking may be canceled unilaterally by the Provider. Restoring a canceled reservation and checking in later than the cancellation time is possible if there are available rooms.

To change the status of a non-guaranteed booking to "guaranteed," an advance payment of at

least the daily cost of accommodation in the specified category room must be made.

- 4.3. A booking is considered guaranteed if the Customer pays for one night's stay no later than 3:00 PM local time on the day before the planned arrival date.
- 4.4. Payment options: cash payment at the Hotel or Sanatorium, payment by bank card at the Hotel or Sanatorium, cashless payment on the Website via electronic payment terminal. By making a payment, the Customer confirms their agreement with all parameters of the request, booking, and conditions for the execution of services provided by the Provider, including accommodation dates at the Hotel or Sanatorium, level and type of Hotel or Sanatorium, category of Room(s), as well as other conditions for providing hotel services.
- 4.5. If the invoice is not paid by the Customer (Guest) within the established timeframe, the booking is considered non-guaranteed, and the overdue invoice regarding the room cost is canceled. Payment for a room under such a booking is made by the Customer (Guest) at the rate applicable on the date of arrival

### 5. Cancellation of Booking

- 5.1. A booking is canceled in the following cases:
  - If the Customer fails to make the prepayment within the deadlines specified according to the chosen rate;
  - If the Customer sends a cancellation request via their personal account on the Website, by email, phone, or other means that allow for reliable identification of the request as coming directly from the Customer;
  - If the Guest(s) do not arrive at the Hotel or Sanatorium by the check-out time on the day following the planned arrival date (for guaranteed bookings);
- If the Guest(s) do not arrive at the Hotel or Sanatorium by 15:00 on the day of arrival, if the Guest or Customer did not inform about a late arrival when making the booking (for non-guaranteed bookings, this applies until the check-out time on the day following the planned arrival date for guaranteed bookings).
- 5.2. The cancellation of a booking (refusal of booking a Room in the Hotel or Sanatorium) is carried out by the Contractor upon the Customer's compliance with the cancellation deadlines according to the chosen rate (cancellation deadlines are specified in the booking confirmation) by accepting the refusal of booking a Room from the Customer.
- 5.3. The booking is considered canceled after receiving confirmation of cancellation from the Contractor. An informational message confirming the cancellation will be sent to the email address provided by the Customer during booking and to messengers linked to the phone number, as well as posted in the Customer's personal account created on the Website.
- 5.4. In case of timely cancellation of a guaranteed booking, the paid amount will be fully refunded to the Customer. In case of untimely cancellation of a booking, the Contractor has the right to retain the amount of actual incurred costs (equal to the cost of the first night's stay).
- 5.5. To request a refund, it is necessary to fill out and send a refund request to the hotel via email at reservations@metghg.ru. The processing time for requests is 5 working days. In case of payment by bank transfer, the refund will be made to the bank account specified in the refund request within 30 days. For bookings and payments made through agencies, all questions related to refunds must be directed to the agency.

\*The exact check-in/check-out times and payment details are specified in the booking confirmation sent to your email.

#### 6. Other Provisions

- 6.1. The Limited Liability Company "METROPOL ESSET MANAGEMENT" (TIN 2304077496) operates on the basis of powers of attorney issued by the Contractors.
- 6.2. The Contractors, LLC "METROPOL ESSET MANAGEMENT", acting on behalf of the Contractors, have the right to set prices and tariffs, apply a discount system for all services provided to the Consumer, except for those subject to state price and tariff regulation.
- 6.3. LLC "METROPOL ESSET MANAGEMENT", acting on behalf of the Contractors, may unilaterally change the Rules at any time at its discretion and without special notification. Changes take effect from the moment the updated version is posted on the Website, and the Customer is obliged to independently monitor such changes.
- 6.4. These Rules, as well as Price Lists for hotel services, constitute a public offer from the Contractors to an unlimited number of Consumers (Customers) interested in purchasing hotel services. When submitting a booking request, the Customer becomes acquainted with these Rules posted on the Website, which constitute a public offer in accordance with Article 435 and paragraph 2 of Article 437 of the Civil Code of the Russian Federation. The Customer agrees to familiarize themselves with the Rules before submitting a booking request.
- 6.5. When taking actions to submit a booking request on the website <a href="https://metropol-gelendzhik.ru">https://metropol-gelendzhik.ru</a> or directly upon check-in at the Hotel, the Customer/Consumer thereby accepts these Rules, confirms their legal capacity and competence, financial solvency, as well as acknowledges their responsibility for obligations imposed on the Customer as a result of entering into a contract for hotel services. They confirm that they are familiar with these Booking Rules and agree to the terms of providing hotel and related services, and they consent to the processing of personal data in accordance with paragraph 4 of Article 9 of Federal Law "On Personal Data" dated July 27, 2006 No. 152-FZ by providing a document proving their identity or another document (the list is defined in the Government Resolution of the Russian Federation dated November 18, 2020 No. 1853 "On Approval of the Rules for Providing Hotel Services in the Russian Federation").
- 6.6. When taking actions to submit a booking request on the website <a href="https://metropol-gelendzhik.ru">https://metropol-gelendzhik.ru</a>, the Customer/Consumer thereby accepts these Rules and confirms their participation in all marketing and other promotions.
- 6.7. In the case of a booking made by a legal entity or an individual entrepreneur, the amount and terms of payment, as well as other booking conditions, shall be applied by the Contractor according to the contract with the Customer and may differ from those specified in these Rules.