PUBLIC OFFER FOR THE PROVISION OF HOTEL SERVICES HOTEL PEAK

Miass, Selo Syrostan, Ski Resort «Sunny Valley»

In accordance with Article 437 of the Civil Code of the Russian Federation, this document, addressed to an indefinite circle of individuals, hereinafter referred to as the «Customer», constitutes an official public offer (offer) by Individual Entrepreneur Svetlana Anatolyevna Yakovleva, acting under the Primary State Registration Number of Individual Entrepreneur (OGRNIP), hereinafter referred to as the «Provider», to enter into a Hotel Services Agreement (hereinafter – the «Agreement») under the terms specified below.

TERMS AND DEFINITIONS

For the purposes of this Offer, the terms below shall have the following meanings:

Offer – a public offer by the Provider addressed to an unlimited circle of individuals to conclude a paid hotel services agreement (hereinafter – the "Agreement") on the terms set forth in this Offer.

Provider – Individual Entrepreneur Svetlana Anatolyevna Yakovleva (IE Yakovleva S.A., INN 667110237666, OGRNIP 304770000380269).

Customer (Guest/Client) – a person who has accepted the Offer and is a consumer of the Provider's services under the concluded Agreement, as well as other persons who consume the Provider's services under the Agreement and are accompanied by the Customer and/or indicated by the Customer when ordering services.

Hotel services / Services – services related to accommodation and stay at Hotel Peak according to the selected rate, and other ancillary services provided by the Provider to the Customer in accordance with the Rules for the Provision of Hotel Services in the Russian Federation (approved by the Government of the Russian Federation on November 8, 2020, No. 1853), other regulatory acts, and the Rules of Stay in the Hotel Complex.

Hotel – Hotel Peak, located at: 13 Fyodor Konyukhov Street, Selo Syrostan, Miass Urban District, Chelyabinsk Region, intended for temporary residence of citizens and the provision of associated services.

Provider's Website – a publicly accessible resource on the Internet at: https://hotelpeak.ru/

Online Booking System – a resource owned by the Provider, publicly accessible on the Internet at https://hotelpeak.ru/ , providing information about the Hotel, room categories, prices (rates) and terms of stay, booking rules, and more.

Guaranteed Booking – (partial prepayment for the first night or full prepayment) a type of booking in which the Hotel Complex holds a room for the Guest until the check-out time on the day following the planned arrival. In case of refusal, late arrival, or no-show, the Guest or Customer (under the terms of the Agreement with the Customer) is charged for the actual room downtime, but not exceeding one night, unless otherwise specified in a Special Offer.

Visitors – persons not residing in the Hotel Complex but allowed by invitation of the Guest to stay in the room from 08:00 to 23:00. A visitor is not considered a Guest of the Hotel Complex.

Booking – a preliminary reservation of rooms, services, and additional services in the Hotel Complex by the Guest or Customer.

Hotel day / night – the main unit of measurement for a period of stay in the Hotel Complex; the start of the hotel day (check-in time) is 18:00, and the end of the hotel day (check-out time) is 15:00.

Check-in time – from 18:00 local time. Services start no earlier than 18:00 on the current day, local time.

Check-out time – until 15:00 local time. Rooms must be vacated no later than 15:00 on the current day, local time.

Seasons (Low, Medium, High, Peak Seasons) – specific time periods established by the Provider to determine pricing levels and booking cancellation policies, based on demand fluctuations due to seasons, temperature changes, holidays, etc. Seasonal periods are specified in the Provider's internal documents.

Booking Confirmation – a document issued by the Hotel to the Guest confirming that the Hotel is ready to provide the Guest with a set of Services, provided they are paid for in a timely manner. The booking confirmation is prepared based on the Guest's request, using the form approved by the Provider. The confirmation includes the following information: booking number, check-in/check-out dates, room category, number of guests (adults, children), number of nights, total cost of services, rate, meal plan, payment terms, cancellation policy, contract information, and other relevant details.

Preliminary Booking – (unpaid booking / non-guaranteed booking) a type of booking in which the Hotel Complex reserves the right to cancel the booking without prior notice if payment is not received from the Guest/Customer within three (3) business days after sending the invoice/receipt.

Service Cancellation – cancellation of a guaranteed booking by the Customer/Guest. Cancellation of a guaranteed booking without a charge for actual room downtime is allowed if the Customer/Guest notifies the Hotel via email: pikhotel@dolina.su
within the time frames specified in this Offer and according to seasonal conditions.

Price List – a systematic list of Services with prices and brief descriptions of room types, which can be reviewed at the Hotel Reception and on the Website. The Provider reserves the right to change the price list and other service conditions without prior notice, unless prohibited by the current legislation of the Russian Federation.

Reception – the registration desk of the Hotel Complex. It is the workplace of the administrator and the place for guest registration, check-in, and check-out, as well as the place for submitting written requests and verbal inquiries.

1. GENERAL PROVISIONS

1.1. This Agreement constitutes the Provider's official public offer and contains all essential terms for providing hotel room booking services.
1.2. In accordance with Paragraph 2 of Article 437 of the Civil Code of the Russian Federation, this Agreement is a public Offer. This Offer is not addressed to legal entities. To conclude an agreement with legal entities, additional written consent is required.
1.3. The Agreement for the provision of booking services is concluded by the acceptance of this Offer, which contains all essential terms of the Agreement, without the need for signatures. The Agreement has legal force under Article 434 of the Civil Code of the Russian Federation and is equivalent to a contract signed by both parties. The Agreement is considered concluded and becomes effective from the moment the Customer accepts the Offer, namely by making payment for the booked services on the Provider's website, which signifies the Customer's unconditional acceptance of all terms of the Offer without any exceptions or limitations.

2. SUBJECT OF THE OFFER

2.1. The subject is the provision of hotel services by the Provider to the Customer, and the Customer undertakes to pay for these services according to the Provider's pricing policy in effect at the time of accepting the Offer.
2.2. The cost of the Provider's services is determined according to the price list and booking conditions for each accommodation offer, published in the Online Booking System, and is calculated in Russian rubles.
2.3. Descriptions of the Hotel rooms are published on the Provider's Website.
2.4. The Hotel operates 24/7, year-round, except during periods of maintenance or renovation, which are regulated by a separate order specifying the closure/opening dates for maintenance.
2.5. Check-in time is from 18:00 local time. Services begin no earlier than 18:00 on the current day, local time. Check-out time is until 15:00 local time. Rooms must be vacated no later than 15:00 on the current day, local time.
2.6. Restaurant operating hours are published on the Provider's Website.
2.7. Rules of operation and schedules of additional services are also published on the official Website.
2.8. The Hotel is intended for temporary accommodation of Guests. There is no maximum stay period.

3. PROCEDURE FOR PROVIDING SERVICES (BOOKING AND PAYMENT)

3.1. Hotel room booking can be made by the Customer using any of the following methods:
-On the official Hotel website via the Online Booking System
-By phone: +7 919 340-18-73
-In person at the Reception desk of the Hotel
3.2. By booking a room, the Customer agrees to the terms and conditions of service provision specified in this Offer and other Hotel Rules.
3.3. The Customer independently familiarizes themselves with the description, content, cost, procedures, and timing of services, which can be accessed in one of the following ways: on the Provider's Website via the Online Booking System, or at the Hotel Reception desk.
3.4. After payment for hotel services, the Customer is deemed to have accepted (acknowledged) the terms of this Offer, and the Service Agreement is considered concluded between the Provider and the Customer under the terms of this Offer and is subject to mandatory fulfillment.
3.5. Guests with confirmed and paid bookings have priority for accommodation.
3.6. Guests are accommodated upon presentation of documents (printed or electronic) confirming payment for the booked rooms and documents required for check-in in accordance with Russian law and the Hotel Rules.
3.7. The fee for accommodation and services at the Hotel is determined by the Price List approved by the Provider and published on the Website in the Online Booking System. Payment may be made by the Customer in cash or via non-cash transfer, using bank cards, online booking systems, or other means in Russian rubles. Check-in is allowed only after 100% prepayment of accommodation. A receipt or invoice for services provided is issued to the Customer upon request at the Hotel after payment.
3.8. A non-cash payment is considered completed upon receipt of funds in the Provider's settlement account.
3.9. A booking is considered guaranteed only after the Customer has paid at least 100% of the cost of the hotel services. A booking is considered non-guaranteed (preliminary) if the Customer has not made a prepayment for the hotel services.
3.10. Cancellation, no-show, or any other action indicating refusal of services (date changes, shortening of stay, reduction in requested rooms) incurs a charge for actual room downtime, but not exceeding one night:
During peak season – for cancellations or changes less than 30 days before arrival, the cost of the first night including VAT is charged;
During high, medium, and low seasons and on federal holidays – for cancellations or changes less than 1 day before arrival, the cost of the first night is charged.
A cancellation is considered valid only if the Guest/person booking for the Guest notifies the Hotel in writing and receives written confirmation from the Hotel acknowledging receipt and confirming the cancellation. Late notification by the Guest/person booking for the Guest entitles the Hotel to compensation payments in accordance with the cancellation policy. The Customer acknowledges the Provider's actions as fully lawful and has no claims.
3.11. If a Guest stays for less than a full day but more than 12 hours, the full daily rate is charged regardless of the check-out time.
3.12. Early check-in / late check-out:
The Hotel may offer early check-in / late check-out as a paid service if the standard check-in/out times are inconvenient.
-Early check-in from 12:00 to 15:00 – 50% of the daily rate; from 15:00 to 17:00 – 500 RUB/hour; before 12:00 – full daily rate applicable at the time of booking.
-Late check-out from 16:00 to 18:00 – 500 RUB/hour; from 18:00 to 21:00 – 50% of the daily rate; after 21:00 – full daily rate applicable at the time of extension.
The Hotel reserves the right to refuse early check-in or late check-out if unavailable. Guaranteed early check-in / late check-out is possible only with guaranteed booking in advance and full prepayment for full days.

3.13. Extension of stay is allowed if the room is not booked by another Guest. The Guest must notify the administrator of their intention to extend stay at least one day before the planned check-out. If the room is already booked, the Guest may be offered another available room or a room of a different category.
3.14. In case of no-show by the Customer for more than 24 hours from the scheduled check-in time, the accommodation for that day is considered provided. If a Guest cancels or does not arrive on the day of the booked room, their check-in on subsequent days is subject to general room availability and cannot occur before the standard check-in time (18:00).
3.15. After the Customer books a room, the Provider's manager may contact the Customer if necessary to coordinate and clarify technical, organizational, or other details.
3.16. Services must be provided with high quality, professional standards, and in the scope agreed upon by the Parties.
3.17. The Customer has the right to terminate the Agreement at any time, provided that the Customer reimburses the Provider for actual expenses incurred in fulfilling obligations under the Agreement, in accordance with the terms of this Offer and the Hotel's Rules of Stay.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Provider is obliged to:
4.1.1. Provide the Customer with information about Hotel services and their cost, information about additional paid services, and the rules of stay in the Hotel by posting such information on the Provider's Website and at the Hotel Reception.
4.1.2. Provide the Customer with a room corresponding to the selected rate after payment by the Customer.
4.1.3. Upon the Customer's request, provide information by phone regarding room availability and confirm receipt of the booking request.
4.1.4. Provide hotel services to the Customer in accordance with the Rules for the Provision of Hotel Services.
4.1.5. Issue documents to the Customer regarding the cost, payment, and duration of stay.
4.1.6. Ensure proper registration of arrivals and departures of guests.
4.1.7. Upon the Customer's request, eliminate deficiencies in services provided as quickly as possible or offer an alternative solution.
4.1.8. Ensure the confidentiality of information about Guests and Visitors in accordance with Russian law.
4.1.9. In the event of forgotten items, take measures to return them to their owners. If the owner is not found, forgotten items are kept at the Hotel for six (6) months. After this period, the Hotel reserves the right to transfer the items to the police.

4.2. The Provider has the right to:
4.2.1. Require the Customer at check-in to present an identity document (passport, or for minor guests – birth certificate) and other documents required by Russian law, regulations, and the Hotel's Rules of Stay.
4.2.2. Require the Customer to comply with all booking procedures strictly according to the rules published on the Provider's Website and in this Offer.
4.2.3. Require full acceptance of the Offer's terms by the Customer. Without such acceptance, the Provider has the right to refuse services.
4.2.4. Require full payment from the Customer for hotel services and additional services provided before the actual provision.
4.2.5. Refuse accommodation and evict a Guest in cases of violation of Hotel Rules, late payment, aggression or actions threatening the safety, health, or property of the Hotel or others.
4.2.6. Enter rooms without the Guest's consent in cases of smoke, fire, flooding, other emergencies, if the "Do Not Disturb" status is active for more than 72 hours, or in case of violations of public order or misuse of electrical appliances.
4.2.7. Replace the Guest's room and require immediate vacating of the occupied room if urgent maintenance, technical, sanitary, epidemiological, or other works are required to eliminate threats or ensure safe and quality service provision.

4.3. The Customer is obliged to:
4.3.1. Familiarize themselves with this Offer, the Hotel Complex Rules of Stay, and other rules published on the Provider's Website.
4.3.2. Comply with the conditions of stay, fire safety regulations, rules for using electrical appliances, and the conditions set forth in this Offer.
4.3.3. Maintain cleanliness, silence, and public order in rooms and the Hotel.
4.3.4. Not to transfer room keys or allow unauthorized persons into Hotel premises without the Provider's permission. Upon written request, the Provider may allow visitors with a special pass. The Guest is responsible for the actions of invited Visitors. Visitors may stay in rooms from 08:00 to 23:00. Visitors must present an identity document at Reception. Temporary Guest cards are issued to non-resident Visitors, which must be returned to Reception upon leaving. The number of people in the room, including invited Visitors, must not exceed the number of registered Guests for that room category.
4.3.5. When leaving the room, close windows, turn off taps, lights, and the television, and lock the room.
4.3.6. In case of loss or damage to Hotel property, the Guest shall compensate the Provider for the damage incurred (according to the "Regret Price List"). The Guest must return the room, inventory, furniture, and equipment in their original condition. In the event of broken furniture, malfunctioning equipment, loss of inventory, or broken dishes, the Guest shall fully reimburse the cost of damaged/lost items according to the "Regret Price List" (available from the Hotel administrator). An act of damage shall be drawn up, signed by a representative of the Hotel administration, recording the cost of damaged/lost property, with photographic evidence. The Guest must pay the amount indicated in the act no later than the day of check-out.
4.3.7. Pay for the Provider's services in accordance with this Offer and the Price List published on the Provider's Website.
4.3.8. Independently familiarize themselves with the types of services, prices, and terms of service on the Provider's Website and at the Hotel Reception. Timely provide all necessary accurate information (full name, passport details, exact postal address, phone number, e-mail) required by the Provider for communication, as well as original documents needed to receive the services.

4.3.9. Notify the Provider in writing about any changes to the booking or cancellation within the timeframes specified in this Offer.
4.3.10. Upon completion of the stay, vacate the room by the check-out time (15:00 local time). Extensions are allowed only if the room is not booked by another Guest. If other rooms are available, the Guest may be provided with another room.

4.4. Customer Rights
4.4.1. Receive information from the Provider regarding the timing and conditions of service provision.
4.4.2. Refuse further use of Hotel services under the terms of this Offer and the Hotel Rules.
4.4.3. Extend their stay beyond the previously paid period by notifying the Reception administrator at least two hours before the scheduled check-out time. If rooms are available, the Provider may extend the stay.

5. LIABILITY OF THE PARTIES

5.1. For non-performance or improper performance of obligations under this Offer, the Parties are liable in accordance with Russian law.
5.2. The Guest must compensate for damage in case of loss or damage to Hotel property in accordance with current Russian legislation and the Hotel Rules.
5.3. The Provider is not responsible if services do not meet the subjective expectations of the Customer.
5.4. The Provider is not responsible for violation of the Offer if caused by force majeure. Such circumstances include, but are not limited to: floods, fire, earthquakes, landslides, avalanches, other natural events, insect infestations, war, military actions, blockades, road closures to the Hotel, power outages, prohibitive actions by authorities, and government acts that could not have been foreseen or prevented by the Parties.
5.5. The Hotel provides clients with free Internet access (Wi-Fi) via an external provider. The Hotel is not responsible for availability, speed, connection quality, or other characteristics. The Customer may address the provider regarding service quality.
5.6. The Hotel is not responsible for the operation of utilities, including emergency power outages and the quality of services provided by them.
5.7. The Hotel is responsible for the safekeeping of Guest belongings in accordance with Russian law. However, under Article 925 of the Civil Code of the Russian Federation, the Hotel is not responsible for valuables not deposited for safekeeping in the prescribed manner.
5.8. Disputes regarding the execution of this Offer shall be resolved in the competent court at the Provider's location, following a mandatory claim procedure. Written claims should be sent to the Provider's postal address. Response time: 10 calendar days from receipt.
5.9. The Provider is not responsible for non-provision (or poor-quality provision) of hotel services for reasons beyond its control.
5.10. Guests staying with pets must comply with the Hotel Rules regarding "Accommodation of Guests with Pets." The Hotel reserves the right to terminate the agreement with a Guest staying with a pet in cases of Rule violations, noisy or aggressive behavior of the pet, signs of illness, or urination/defecation in public areas.

6. PROCESSING OF PERSONAL DATA

6.1. The Provider undertakes not to disclose or distribute the Customer's personal data to third parties without the Customer's consent, unless otherwise provided by federal law.
6.2. By entering into the Agreement, the Customer consents to the processing of their personal data by the Provider for the purpose of providing hotel services at the Hotel Complex, as well as for conducting marketing research, sending promotional offers, and informational messages.
6.3. To comply with clause 3, Article 3 of Federal Law No. 152-FZ "On Personal Data," the Customer consents to the processing of the following personal data by the Provider: surname, first name, patronymic, date of birth, place of birth, gender, citizenship, passport details, registration address, residential address, registration date, phone number, e-mail, and passport validity period.
6.3.1. During processing of personal data, the Provider may perform the following actions: collection, recording, systematization, accumulation, storage, updating (modification, change), extraction, use, transfer to Federal Migration Authorities, anonymization, blocking, deletion, and destruction of personal data from the Hotel Complex information systems.
6.3.2. The Customer may withdraw consent for personal data processing by sending a written withdrawal to the Provider or by submitting a withdrawal statement in person to an authorized representative of the Provider with a receipt.
6.3.3. In case of withdrawal of consent, the Provider may continue processing personal data without the Customer's consent only in cases provided for by Russian law.
6.4. Personal data processing is carried out by the Provider using automated tools and without them.
6.5. This consent is valid until its written withdrawal.
6.6. The Provider reserves the right to publicly display and use the Customer's image (including photographs and video recordings) on the Provider's official website without requiring additional consent.

7. AMENDMENT AND TERMINATION PROCEDURE

7.1. The Provider reserves the right to amend the terms of this Offer at any time. If the effective date is not specified, amendments take effect upon publication on the Provider's Website.
7.2. The Agreement may be terminated unilaterally by the Provider in case of violation by the Customer of the Hotel Complex Rules, other rules established by the Provider, or the terms of this Offer.
7.3. The Customer has the right to cancel a booked room in accordance with the provisions of this Offer.
7.4. The Customer may terminate the hotel service Agreement by paying the Provider a proportionate amount for services provided up to the notice of termination and reimbursing the Provider for expenses incurred in fulfilling the Agreement up to that moment.

8. TERM OF THE AGREEMENT

8.1. The hotel service Agreement comes into force upon its conclusion (acceptance of the Offer) and remains in effect until all obligations are fully performed by the Parties.

9. FINAL PROVISIONS

9.1. The Provider provides services to the Customer only upon acceptance of the Offer in accordance with its terms, and in an amount corresponding to the payment made by the Customer.
9.2. The Provider does not assume any conditions or obligations regarding the subject of the Offer, except as specified in the Offer and other Rules published on the Provider's Website, which govern the execution of the Offer.
9.3. The Customer enters into the Agreement voluntarily, having:
a) fully familiarized themselves with the terms of the Offer,
b) fully understood the subject and terms of the Offer,
c) fully understood the meaning and consequences of their actions regarding the conclusion of the Agreement and execution of the Offer.
9.4. The Customer possesses all rights and authority necessary to conclude and perform the Agreement.
9.5. Neither Party has the right to transfer its obligations under this Agreement to a third party without the written consent of the other Party.
9.6. In matters not regulated by this Agreement, the Parties shall be guided by the applicable laws of the Russian Federation.
9.7. If any provision of the Offer is found to be invalid, illegal, or unenforceable under the current legislation of the Russian Federation, it shall be removed from the Offer and replaced with a new provision that most closely reflects the original intent of the Offer. All other provisions of the Offer remain unchanged and continue to be in effect.

10. PROVIDER DETAILS

PROVIDER

Individual Entrepreneur Yakovleva S.A.
Legal address: 2 Pogodinskaya St., Apt. 166, Moscow, 119121, Russia
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