



## **RULES FOR ACCOMMODATION, BOOKING AND PAYMENT FOR HOTEL**

### **SERVICES AT «DIANA» HOTEL COMPLEX**

#### **1. GENERAL TERMS**

1. The present Rules regulate the relations in the field of hotel services at the conclusion and execution of the Contract on providing the services between the customer (hereinafter referred to as *the Consumer*) and legal entity, branch of a foreign legal entity included in the state register of accredited branches, representative offices of foreign legal entities or individual entrepreneur that provides the consumer of hotel services (hereinafter - *the Contractor*).

The present Rules concerning staying, booking and payment (hereinafter – the Rules) in "Diana" hotel complex (hereinafter - *the Hotel*) designed in accordance with the "Rules of providing hotel services in the Russian Federation" approved by the Government Decree from November 18, 2020, No. 1853 and norms of the Russian Federation Civil code, the Russian Federation Law "On Consumer rights Protection" and the Federal law "On the bases of tourist activity in the Russian Federation»

The present rules are a public offer of “Diana” hotel complex to an unlimited number of consumers interested in purchasing hotel services.

These Rules are posted in the Reception and Accommodation Service and on the official website of the Hotel - [www.diana-hotel.ru](http://www.diana-hotel.ru)

2. The following concepts are used in these Rules:

**Booking** – providing the Consumer with a room (place in a room) in a hotel in accordance with the conditions determined by the request of the Customer or Consumer and the confirmation of this request by the Contractor;

**Consumer** - a person who has the intention to order or purchase, or who orders or purchases and / or uses hotel services for personal and other needs not related to the implementation of business activities;

**Customer** - a person (may be a legal entity or an individual entrepreneur) intending to order or purchase or who orders or purchases hotel services for the benefit of the Consumer;

**Check-out time** - time specified by the Contractor for the Consumer's departure.

**Check-in time** - time specified by the Contractor for the Consumer's check-in

**Room price (place in a room)** - the cost of temporary accommodation and other related services determined by the Contractor, provided for a single price.

**Hotel and "Hotel services"** - the concepts used in these rules with the meanings defined in the Federal Law "On the basics of tourist activities in the Russian Federation".

The set of services included in hotel services is determined by the requirements established by the Regulation on the Classification of hotels, approved in accordance with part seven of Article. 5 of the Federal Law "On the Basics of tourist Activities in the Russian Federation", depending on the type and category of hotel.

#### **2. CONCLUSION AND REFORMATION OF THE CONTRACT**

1. Hotel services are provided by the Contractor on the basis of a written Contract.

A Contract concluded with a Consumer or with physical entity not being an individual entrepreneur, is considered to be a public Contract.

2. The agreement specified in the second part of paragraph 1 of the Rules must contain the following:

a) the name of the performer, main state registration number and taxpayer identification number (for legal entities), surname, name, patronymic (if any) of the performer; primary state registration number of individual entrepreneur and taxpayer ID number - for individual entrepreneurs; the name of the performer, the accreditation record number, tax identification number, the Registration Reason Code - for a branch of a foreign legal entity included in the state register of accredited branches and representative offices of foreign legal entities;

b) information about the Customer (surname, first name, patronymic (if any) and information about the document certifying the identity, issued in accordance with the established procedure);

c) information about the type of hotel, the category of hotel indicated in the certificate of assignment of a certain category of hotel, the room provided (place in the room) and the address of the hotel;

d) information about the room category, room price (or place in the room), the number of rooms (places in the room);

e) the period of stay in the hotel;

f) time of arrival and time of departure (check-out time);

g) other necessary information (at the discretion of the Contractor).

3. The written form of the Contract is considered performed in case of making a single document (including the electronic version), signed by 2 (two) parties, or confirmation by the application submitted by the Customer (Consumer) to the Contractor and in case the Customer (Consumer) performs actions aimed at receiving the services (including the payment of the appropriate amount to the Contractor from the Customer (Consumer)).

4. Form and procedure for application are set by the Contractor; such a procedure shall provide an opportunity to establish that the request comes from the Customer or Consumer.

Shall the rooms corresponding to the request of Customer (Consumer) be available in the indicated dates, the Contractor shall send the Customer (Consumer) a notice containing information about the name (corporate name) of the Contractor, the Customer (Consumer) category of room booked and the price of the room (or the place in the room), the dates of stay in the hotel, the booking conditions, as well as other data defined by the Contractor.

In this case, the Contract is considered concluded from the moment the Customer (Consumer) receives the booking confirmation.

5. The Contractor applies the following types of booking:

a) guaranteed booking – a type of booking in which the hotel waits for the Customer until the check-out time of the day following the day of the scheduled arrival. In case of late cancellation of the reservation, late arrival or no-show of the Consumer, the latter will be charged for the actual downtime of the room (place in the room), but not more than for a day. If you are late for more than a day, the Contract is terminated;

the guarantee for the provision of Hotel accommodation services is the full (100%) (security payment – payment for the first day of stay) payment by the Customer for the reserved services.

b) non-guaranteed booking – a type of booking in which the Hotel waits for the Customer until a certain hour set by the Contractor on the day of arrival, after which the Contract is terminated.

6. Shall the Customer not use the Hotel accommodation service on the specified day of arrival, refuse to use the services provided by the Hotel, or be late, the security payment is withheld by the Hotel as a penalty for the downtime of the room.

7. When booking and placing, the Customer chooses the room category, and the right to choose a specific room belonging to this category remains with the Contractor. The Contractor has the right to refuse to enter into the Contract if there are no available rooms that meet the requirements of the application for the dates specified in the application.

8. The Contract is considered concluded from the moment of its signing by the parties, or after the Commission action by the Customer in the form of Interim payment for accommodation for the first night until check-in number in amount of 100% of the cost of services through a Service of Reception and Accommodation (in cash/ by credit card or via Bank transfer) on the basis of the invoice and written confirmation of the booking and when paying on the website via the Internet acquiring.

9. In the case of non-monetary obligations, including responsibilities for damages or payment of penalty in case of breach of the Contract and the obligations, Security Deposit is retained by the Hotel and counted towards the fulfillment of a relevant obligation.

At the end of staying at the Hotel, the Security Payment is included in the cost of the services provided by the Hotel.

The Customer has the right to pay for hotel services in full until they are provided through the Reception and Accommodation Service in cash or by a bank card/ bank transfer on the basis of the received invoice for payment and written confirmation of the reservation, as well as on the Hotel website through the online booking system. In this case, Security Payment is not required.

When performing actions on registration of the request for booking, or directly at registration check-in room Service reception, the Customer confirms being familiar with the Rules, terms and conditions of booking and payment as well as Rules of fire safety and also gives consent to the processing of personal data in accordance with clause 4, article 9 of the Federal law «On personal data» from July 27, 2006, № 152-FZ (ed. by December 08, 2020).

The Hotel undertakes to ensure the confidentiality of information about Customers.

Entering into the Contract, the **Customer independently gets acquainted with the Rules**, posted in the Reception and Accommodation Service or on the page of the Hotel website.

Phone numbers of the Reception and Accommodation Service:

Tel.: + 7 (83147) 2-40-64, Fax: + 7 (83147) 72-777

Website: [www. Diana-hotel.ru](http://www.Diana-hotel.ru)  
Email: [www.diana-bron@yandex.ru](mailto:www.diana-bron@yandex.ru)

**Booking through online booking systems** - when specifying the Customer's bank card details in the booking application, granting the Hotel the right to pre-authorize the amount of 100% of the first night's stay on the card and then performing payment for the Hotel services (security payment) when registering the check-in, both with the use of pre-authorized funds on the bank card (upon the presentation of the card), and with the possibility of canceling the pre-authorization by the Hotel and making 100% payment for the Hotel services (security payment) in any other convenient way. Preauthorization on the Customer's bank card in the amount of the cost of services for the first day of stay when booking, guarantees the Customer the availability of the room from 14.00 to 12.00 hours of the next day at any time of arrival. Shall the Customer not use the Hotel accommodation service on the specified day of arrival, or be late and not cancel the reservation in writing no later than 24 hours before the date of arrival (12:00), the amount pre-authorized on his bank card is debited and retained by the Hotel as a fee for the actual downtime of the room-for the first day.

The Customer has the right to cancel the contract at any time by sending a written request to e-mail [www.diana-hotel.bron@yandex.ru](mailto:www.diana-hotel.bron@yandex.ru) or by fax + 7 (83147) 72-777, subject to the payment of the actual expenses incurred by him.

### **3. HOTEL SERVICES PROVISION PROCEDURE AND CONDITIONS**

1. The accommodation is carried out on condition that the Consumer presents a document certifying his identity in accordance with the legislation of the Russian Federation, including the following:

- passport of a citizen of the Russian Federation certifying the identity of a citizen of the Russian Federation on the territory of the Russian Federation;
- passport of a citizen of the USSR, certifying the identity of a citizen of the Russian Federation, until being replaced by a passport of a citizen of the Russian Federation within the prescribed period;
- birth certificates (for a person under 14 years of age);
- passport of a citizen of the Russian Federation certifying the identity of a citizen of the Russian Federation outside the Russian Federation, for a person permanently residing outside the Russian Federation;
- temporary identification card of a citizen of the Russian Federation;
- passport of a foreign citizen or other document established by federal law or recognized in accordance with an international treaty of the Russian Federation as a document certifying the identity of a foreign citizen;
- a document issued by a foreign state and recognized in accordance with an international treaty of the Russian Federation as an identity document of a stateless person;
- temporary residence permits for a stateless person;
- residence permit of a stateless person.

Accommodation of children under the age of 14 is carried out on the basis of identity documents of the parents (adoptive parents, caretakers) being with them, the accompanying person (people), provided that such accompanying person (people) provide notarized consent of legal representatives (one of them), as well as birth certificates of children

themselves.

Accommodation of children who have reached the age of 14, in case of the absence of legal representatives being with them, is carried out on the basis of identity documents of these children, provided that the notarized consent of the legal representatives (one of them) is given.

2. The Hotel does not allow people under the age of 18 to share a room with those under the age of 18 not being relatives. In case of violation of this provision of the Hotel Accommodation Rules, the hotel administration is not responsible for the possible consequences of the actions of the residents. Responsibility for the possible consequences of the actions of residents is fully assigned to a person who has reached the age of 18.

3. The Hotel allows to share a room with people under the age of 18 with those under the age of 18, provided being relatives, namely a child with a mother, father, caretaker, etc.

4. The Hotel allows to share a room with people under 18 and those under 18, if these people are not related, provided that **the notarized consent of the legal representatives** (one of them) of the person under the age of 18 is provided.

5. We refuse to accommodate guests **being intoxicated**.

6. Animals are **forbidden**.

7. Registration of Consumers, being Russian citizens is carried out in accordance with the Rules of registration and removal of citizens of the Russian Federation with registration accounting in a place of stay and place of residence within the Russian Federation, approved by the decree of the Government of the Russian Federation dated 17 July 1995 No. 713 "On approval of the Rules of registration and removal of citizens of the Russian Federation from registration accounting in the place of stay and at the place of residence within the Russian Federation and the list of persons responsible for acceptance and transfer to bodies of registration accounting of documents for registration and removal from registration accounting of citizens of the Russian Federation for the place of stay and at the place of residence within the Russian Federation."

8. Registration of Consumers being foreign citizens and stateless persons at the place of stay in the hotel and their removal from the registration at the place of stay are carried out in accordance with the The rules of migration registration of foreign citizens and stateless persons in the Russian Federation, approved by the Decree of the Government of the Russian Federation of January 15, 2007 No. 9 " On Migration Registration of Foreign Citizens and Stateless Persons in the Russian Federation ". The service is compulsory and paid.

9. The Hotel's working hours are round-the-clock.

10. Check-in and check-out are carried out taking into account the time of arrival and time of departure (check-out time) established in the Hotel.

**Check-out time:**

- 12:00 (local time).

**Check-in time:**

- 2 p.m. (local time).

11. The hotel is intended for temporary accommodation of guests for a period agreed with the Hotel.

12. The price list of the Hotel contains information about prices and categories of rooms, is posted in the Reception and Accommodation Service and on the official website of the Hotel: [www.diana-hotel.ru](http://www.diana-hotel.ru).

13. The Hotel has the right to set prices and tariffs, apply a system of discounts for all services provided to the Customer, except for those subject to state regulation of prices and

tariffs.

14. The cost of accommodation and additional services is set by the Hotel itself. The hotel determines the list of services included in the room price, as well as the terms of their provision.

15. According to the request of the Consumer, the Contractor is obliged to provide the following types of services at the Hotel without additional payment:

- a) calling the ambulance;
- b) first-aid kit;
- c) delivery to the number of correspondence addressed to the Consumer upon its receipt;
- d) waking up to a certain time;
- e) hot/boiling water.

#### 4. ACCOMMODATION FEE

The hotel provides residents with paid and free services according to the approved Price Lists.

The Consumer is obliged to pay for the accommodation service for the first day before check-in. Breakfast is included in the room rate.

Payment for services at the Hotel is made in rubles - in cash, by bank cards or bank transfer, as well as when paying on the Hotel's website using Internet acquiring according to the Price List valid on the date of booking confirmation.

Check-in time - from 14: 00; check-out time-12: 00.

Hourly payment for Hotel accommodation is not provided.

Shall the Guest arrive at the Hotel after 12: 00, the upcoming accommodation for 24 hours is considered paid, the next day is paid in the same amount as if the check-in was made at 12:00 of the current day.

Early check-in is possible, subject to availability.

Upon arrival in the period from 00:00 to 12:00 surcharge in accordance with paragraph 27 the "Rules of providing hotel services in the Russian Federation" approved by the Government Decree from 18.11.2020, No. 1853, **not exceeding the fee for half a day** (In this case, breakfast is not provided on the arrival day).

Shall the period from the time of check-in to the time of arrival be more than 12 hours, the accommodation fee is charged to the Consumer in accordance with the procedure established by the Contractor.

At the end of the paid period of stay, the Consumer is obliged to leave the room no later than 12:00 or extend the stay by paying for the next day. The staying period can be extended if there are free places at the Hotel.

An additional fee for extending your stay is the following:

- if the room is left before 6 p.m. - hourly payment;
- when leaving the room from 6 p.m to 00:00 - payment for half a day;
- if the room is left after 00:00 - payment for a full day.

When settling with children (no more than 1 child under 7 years) without providing a special extra bed, payment for accommodation and meals is not taken.

When settling with children of any age, payment for the second and subsequent children is made in accordance with the approved Price List for accommodation services.

Shall the Consumer leave the room late, the Hotel shall be entitled to demand the downtime payment.

#### 5. REFUND

According to the Hotel The Rules refund is fulfilled in the same way, used by the Consumer for payment.

Consumer's refusal from staying on the day of settling with refund of full sums for the room is accepted in case, when Consumer appealed to the Reception during the first hour and did not use the room.

Shall Consumer leave the room earlier, the Hotel has the right to withhold payment for day and night (from the date of advance leaving). This sum is the payment for booking the room on Consumer's name for the full period of staying. Sums left after withholding are returned to Consumer. Refund is fulfilled if the Consumer informed the Contractor about advance leaving in written form earlier than the day before leaving.

Shall the payment be done in written order, information shall be done by the organization, which booked the staying. If the payment has been done in cash, the Consumer shall appeal to a receptionist and write an application for refund.

To get refund (if payment was done in cash or with bank card), the Consumer shall appeal to the Reception and write an application, in which full period of planned staying, the period of real staying, way and sums of payment and sums of refund are pointed out. The Consumer shall enclose the check and copy of his passport to the application.

Refund of sums paid with credit card is fulfilled on the basis of an application, written by the Consumer himself, with the passport enclosed.

Shall the Consumer have a receipt, refund is fulfilled during day and night at the time of the Consumer's appealing.

If the Consumer has no paying receipt, refund is fulfilled according to the item 5 of the article 18 of the Law on Defence of Consumers' Rights, if there is a visa from the Reception and Accommodation Service administrator on the Consumer's application and during working days from 08: 00 to 17: 00 local time.

To get the refund of sums, paid with Internet-acquiring or with bank transfer on paying account, the Consumer shall appeal to the Reception with application, in which the period of planned staying, the period of real staying, the way, date and amount of payment, sums of refund and necessary data where refund should to be sent are stated. The Consumer shall also enclose the copy of his passport and the bank document confirming payment. In this case refund is fulfilled during 3 (three) weekdays to the paying account, stated by the Consumer.

To get refund of sums paid with travel or booking agency, the Consumer shall appeal to the organization, which accepted payment.

## **6. THE RULES OF STAYING AT THE HOTEL.**

1. The Consumer shall keep the Rules of staying and the Rules of fire safety, established by the Contractor.

2. The Consumer shall keep cleanliness in the room, not move the furniture. Shall the Consumer stay in the first class Standard room, he shall not use the second bed. If he breaks this rule he shall pay as for extra service.
3. Shall the Consumer lose or break any Hotel property, he shall pay for damage. He is also responsible for other breaches (according to the legislation of the Russian Federation). Spoiling any materials and things, (if afterwards they lose their original qualities) is considered to be breaking of the Hotel property.
4. Being at the territory of the Hotel, the Consumer shall not make noise above norms by his actions in day time; he shall keep silence from 10.00 pm. to 07.00 am.
5. Smoking is forbidden (item 5 and 6 of the first part, article 12 of the **Federal Law N 15-FZ** of February 23, 2013 “On Protecting the **Health of Citizens** from the Effects of Second Hand Tobacco **Smoke and the Consequences** of Tobacco Consumption”. In case of breaking this rule, the administration of the Hotel can evict Consumer after warning. Fine for the smoked room is payment for 2-day staying according to the Price-list,
6. Drinking of alcohol is forbidden in public places of the Hotel – halls, corridors, stairs, the café (Federal Law № 171 from November 22, 1995, version from May 1, 2019r.).
7. Staying the room, the Consumer shall close windows and doors, turn out electric devices and electricity. Leaving the Hotel, the Consumer shall give back the key-card to the receptionist.
8. During the Consumer’s absence in the room he shall not leave strangers there. The Consumer shall not give room’s key-card to other people.
9. Keeping animals and birds in the room is forbidden.
10. Keeping bulky, poisonous, explosive and fire-dangerous things is forbidden.
11. Having and keeping cold steel and fire-arms are forbidden at the territory of the Hotel complex.
12. Using electric devices, not included in the list of room’s equipment (boiling devices, coffee makers, slow cookers, electric cookers) is absolutely forbidden. Proving fire-safety, Hotel administration has rights to confiscate such devices till the Consumer’s departure.
13. Proving safety of the Consumers, the Contractor has the right to make operative video-shooting in public places of the Hotel complex.
14. With the purpose of providing safety, there is the regulating limit on the amount of visitors. Not more than one person to one room may visit Consumer from 10:00 am to 11:00 pm. The Consumer shall inform the administration about visitors, being responsible for all



visitors' actions during their being at the territory of the Hotel complex. After 11:00 pm visitors shall register their staying at the Hotel on the Reception according to the acting The Rules. Only one person may be settled to Consumer, staying in the room alone.

15. The Contractor is not responsible for loss of money and valuable things, not handed into the cloak-room, located at the Reception. Only registered Consumers, staying at the Hotel, can use the cloak-room during their staying (for extra payment according to the Price-list). Shall the Consumer find loss, shortage or spoiling concerning any belongings, he shall inform the Reception.

16. The Administration of the Hotel is not responsible for preservation of Consumer's personal car, left near the Hotel entrance.

17. Leaving the Hotel complex, the Consumer shall give back the key-card at the Reception, make full payment for staying and extra services.

18. If the time of staying ended and Consumer is absent in the room from 12:00 am to 11:00 pm or from 11:00 pm to 12:00 am if his staying was not prolonged and paid in time), Hotel administration has the right to organize commission, make list of Consumer's property and clear the room. Valuable and other things are placed in the cloak-room for lost-and-found things free of charge.

19. Book of complaints and suggestions is at the Reception. It is given at the first request of the Consumer (except appearing intoxicated).

20. Shall the Consumer break the Rules, the Contractor has the right to refuse the Consumer in further staying and evict him from the Hotel **without refund**.

## 7. Hotel services

The Hotel gives services, their payment is included in price of staying:

- breakfast - from 07:00am to 10:00 am;
- calling a taxi;
- WI-FI at the territory of the Hotel;
- city telephone connection;
- daily cleaning of rooms;
- changing bed-linen every three days;
- everyday cleaning - made after the first day of staying to 04-00 pm;
- using the utility room (an iron, an ironing-board, an microwave, a fridge);
- safe-deposit box in the room.

Earlier change of bed-linen may be made at the Consumer's request for extra payment.

The Hotel gives extra services, payment for which is not included into price of staying:

- providing transfer;
- organizing conferences, seminars, trainings with coffee-breaks and business-lunches;
- providing international/interurban connection;
- copying/printing documents;
- providing excursions services.

## **8. FIRE-SAFETY RULES:**

- leaving the room, do not forget to turn out TV-set and lamps;
- observe the Rules of using electric devices;
- try to remember the arrangement of exits and stairs perfectly, if you arrive at the Hotel for the first time;
- do not smoke in the room, smoking is forbidden;
- do not keep flammable substances and materials;
- do not use electric devices, which are not included in the List of room's equipment (electric boiling devices, coffee-makers, slow cookers).

Proving fire-safety, Hotel administration the right to confiscate such devices till your departure.

### **IF THE FIRE BEGAN in your room:**

- undertake actions to put out the fire with fire-prevention devices;
- if this is not possible, come out of the room, close the door without locking it;
- inform the administrator or another Hotel employee about the fire;
- leave the dangerous zone and act according to the instructions of the administration or firemen.

## **9. RESPONSIBILITIES OF THE CONTRACTOR AND THE CUSTOMER**

1. For non-performance or improper performance of obligations stated in this Contract, the Contractor shall bear responsibility to the customer (Consumer) in accordance with the legislation of the Russian Federation.

3. Damage caused towards the life or health of the Consumer as a result of providing hotel services that do not meet the requirements and/or the terms of the Contract is subject to compensation from the Contractor in accordance with the legislation of the Russian Federation.

4. The Consumer shall be responsible and compensate for real damage in case of violation of obligations under the Contract, as well as loss or damage to the property of the hotel due to his fault in accordance with the legislation of the Russian Federation and the present Rules.

5. Control over compliance with the present Rules is carried out by The Federal Service for Supervision of Consumer Rights Protection and Human Well-Being.