

CALIFORNIA BY GRACE BOOKING RULES

GENERAL PROVISIONS

These Rules set up the procedure for California by Grace service booking, provision and payment.

These Rules have been developed in accordance with the Civil Code of the Russian Federation, Federal Law No.2300-1 On Consumer Rights dd. 07.02.1992, and Resolution No.1853 of the Government of the Russian Federation dd. 18.11.2020 On Approving the Rules of Hotel Services Provision in the Russian Federation.

BASIC CONCEPTS USED IN THESE RULES

Booking means reserving rooms (beds) by consumers in advance in a hotel or other facility.

Secure Booking means booking a room with a confirmation received that the Contractor guarantees the Consumer or the Consumer's representative a stay in the booked room throughout the time of the booking. The Consumer, in turn, guarantees he or she will pay for the room, even if they can't stay in it in case they miss their trip.

The Hotel means an accommodation facility comprising of a property complex (a building; a part of a building, equipment and other property) and focused on providing services.

The Contractor means an individual entrepreneur providing hotel services to the consumer.

The Consumer means an individual, a group of individuals or a legal person that has an intention to order, has ordered or is using the services for their personal or corporate ends.

1. BOOKING PROCEDURE.

1.1. A room in the Hotel is booked by sending a request to the Contractor's Reservations Department by phone, e-mail or web-site:

Tel.: +7 862 2265703, +7 862 277 74 52, +7 800 551 51 77

e-mail: zakaz@grace-california.ru

Contractor's website: <https://grace-california.ru/>

as well as directly at the reception desk in California by Grace, through tourist portals or travel agents.

2. BOOKING CONFIRMATION TIME.

2.1. Not later than 24 hours after receiving the booking request, the Reservations Department shall confirm the booking to the Consumer, or deny their request.

The Booking Confirmation shall contain the following information: information on the booking provided: rooms, categories, accommodation price, and period of stay, the list of services included in the room price, the list and prices of other paid services provided by the Contractor for a fee, the purchase and payment terms for those services, the list of arriving guests, and other conditions for rendering the hotel services.

2.2. If the booking request is confirmed, the Contractor shall send the Consumer an invoice for accommodation prepayment. The booking Consumer shall make a prepayment for the first day of their stay. If the Consumer has booked accommodation at the Nonrefundable rate, the prepayment will be 100%.

2.3. Once the invoice has been issued and sent to the Consumer, the room specified in the invoice shall be deemed pre-booked.

2.4. The invoice remains valid for the period indicated therein by the Contractor but for no longer than five (5) banking days from the date of its issue.

2.5. If there's less than five days' period between the booking date and the Consumer check-

in date, the Consumer shall be sent an Internet Acquiring payment link valid for 24 hours after the issue date.

2.6. If there's less than 24 hours between the booking date and the Consumer check-in date, the Consumer shall be sent an Internet Acquiring payment link valid for 3 hours after the issue date.

2.7. If the Consumer fails to pay within the stipulated timeframe, the booking will be automatically canceled for the room.

2.8. In case of a booking cancellation, the Responsible Manager must notify the Consumer of the cancellation due to non-payment by a phone call, a text message, or an e-mail message.

2.9. The Room is listed as securely booked at the time the prepayment is credited to the settlement account or handed to cash desk of the Hotel. The prepayment amount will be included in the room payment.

2.10. The Contractor shall send the Booking Confirmation to the Consumer via e-mail, with the information on the name (company name) of the Contractor, the Consumer, the category of the room reserved, and the price of the room (a bed in the room), the duration of stay in the Hotel, the booking conditions as well as other information determined by the Contractor.

2.11. The check-out time in the Hotel is 12.00 p.m. (local time). The check-in time is 3.00 p.m. (local time), the check-out time is 12.00 p.m. (local time).

For early check-in, the fee for the room shall be charged as follows, depending on the current room rate:

- not more than 6 hours before the check-in time — hourly rate;
- 6 to 12 hours before the check-in time — 50% of the room rate;
- 12 to 24 hours before the check-in time — 100% of the room rate.

For late check-out, the fee for the room (extension of the stay) will be charged as follows, depending on the current room rate:

- not more than 6 hours after the check-out time — hourly rate;
- 6 to 12 hours after the check-out time — 50% of the room rate;
- 12 to 24 hours after the check-out time — 100% of the room rate.

2.12. The early check-in/late check-out service is provided at the actual check-in/check-out time. This service can't be booked.

2.13. Early check-in to a pre-booked room at the Accommodation Facility and late check-out are provided subject to the reception desk manager's approval.

2.14. If the Consumer is late for more than 24 hours, a full night fee will be charged, but no more than that.

2.15. For the Hotel check-in, Russian nationals shall provide a national ID (a national passport of the Russian Federation); Russian nationals permanently living abroad shall provide an international ID (a traveling passport of the Russian Federation).

2.16. Check-in for minors under the age of 14 is allowed upon provision of IDs of the accompanying persons: parents (adoptive parents, legal guardians), close relatives or a travelling companion (companions); of a document certifying the authorities of the travelling companion (companions) and a birth certificate for the minor.

2.17. Check-in for minors aged 14 and older not accompanied by a legal representative is only allowed subject to a written consent of the minor's legal representatives (parents or a parent) and provided the minor's ID is available.

2.18. Hotel check-in for foreign nationals requires a national passport (always, no exceptions) with a migration card/temporary residence card/residence permit attached.

2.19. If any of the documents above is not provided, the Hotel may deny check-in.

2.20. If a secured booking has been agreed and paid for 1 night, the room stays reserved for the Consumer till 07.00 a.m. of the next day.

2.21. If a secured booking has been agreed and paid for more than 1 night and the Consumer fails to arrive by 07.00 a.m. of the day following the day of the supposed check-in, the room stays

reserved until 12.00 p.m. of the day following the day of the supposed check-in, in order to clarify the situation. If the Consumer fails to arrive and/or contact the Hotel after 12.00 p.m., the Contractor may cancel the booking.

2.22. If the Consumer fails to arrive by 07.00 a.m. of the day following the day of the supposed check-in, the booking will be cancelled.

2.23. In case the Consumer arrives after 07.00 a.m. of the day following the day of the supposed check-in, the accommodation will be provided on a first-come, first-served basis and subject to availability of rooms.

2.24. If the Consumer fails to arrive by 07.00 a.m. of the day following the day of the supposed check-in, the Consumer shall pay a fine equal to the amount of one night's fee out of the prepayment amount.

3. DISCOUNTS AND DEALS.

3.1. If a room has been booked at a discounted rate or during a deal period, the discounts are not cumulative and do not cover the extra beds provided. **THERE ARE NO DISCOUNTS OR DEALS FOR THE EXTRA BEDS!**

3.2. If the Consumer books a room with a Loyal Guest discount, there shall be a mandatory check of the number of the Consumer's visits. In that case, the Loyal Guest discount will be applied, but without taking the cancelled bookings into account.

4. HOTEL RATES

4.1. The price for the services provided to the Consumer is indicated in the Booking Confirmation. The final settlement between the parties is based on the amount stated in the Booking Confirmation.

4.2. The Hotel provides accommodation to children of any age.

4.3. Children under the age of 4 will be accommodated free of charge with no extra bed provided. Children over the age of 4 will be provided with a bed, and the fee will be charged accordingly.

4.4. If there are multiple children under 4 in the same room, extra beds will be provided and the fee will be charged accordingly.

5. PAYMENT PROCEDURE

5.1. If a Consumer books a stay that is supposed to last more than twenty one (21) calendar days, such a booking is provided subject to a prepayment of twenty per cent (20%) of the entire accommodation cost.

5.2. At the Consumer's discretion, the services may be paid for in one of the following ways:

- by wire transfer to the Contractor's settlement account;
- by cash at the Hotel;
- by a Visa, MasterCard, American Express, JCB, MIR payment card;
- online via the an Internet Acquiring link (the Booking Department manager will send the link).

5.3. The Consumer's obligation to pay for the Hotel services is considered fulfilled once the prepayment is / respective funds are credited to the settlement account or handed to the Contractor's cash desk.

6. CHANGING THE DATES OF STAY; BOOKING CANCELLATION

6.1. Any changes to the dates of stay (check-in or check-out dates, stay rescheduling), or cancellation of the booking services without incurring a penalty is allowed: for the peak season (October 16 to April 19) – no later than 14 days before the check-in date; for the off-season (April 20 to October 15) – no later than 7 days before the check-in date.

6.2. In case of early check-out, the money for the unused hours will be refunded only subject to compensation for the Contractor's expenses.

6.3. The Consumer shall inform the reception desk manager about an early check-out at least 48 hours in advance. If the Consumer notifies the manager of an early check-out less than 48 hours before the required date and time, the Contractor will charge a full daily rate.

6.4. If the Consumer had booked a certain duration of stay, but reduces the stay to 1 day at the check-in, the Contractor may deny accommodation to that Consumer.

6.5. If a stay is rescheduled, a new Booking Confirmation stating the new date shall be issued and sent to the Consumer.

6.6. The Consumer shall notify the Hotel of any changes in their booking by e-mail.

6.7. The response shall be sent to the e-mail address the notice had come from, or to the feedback address specified in the notice.

7. PREPAYMENT REFUND

7.1. If the Consumer cancels a booking and sends an appropriate notice to the Contractor's e-mail no later than the date specified in cl. 6.1. hereof, the prepayment shall be refunded to the Consumer in full without a penalty, except for the bank transfer fees.

7.2. If the Consumer misses the deadline specified in cl. 6.1 hereof, the Contractor may withhold the cost of one-night stay as per the rate in effect at the moment of such transaction, from the prepayment amount paid by the Consumer (the Consumer's guarantor, the Client). That withholding is to compensate the loss suffered by the Contractor due to the room's idle time, or to the room being booked by the Consumer for the entire stay duration.

7.3. The Contractor, in turn, shall send a Prepayment Refund Form to the Consumer's e-mail address to be filled.

7.4. In order to get a refund, the Consumer shall fill the form (signing it by hand and scanning it) specifying the banking details and send the scan to the Contractor's e-mail address within 10 business days after receiving it. The refund shall be made within 10 business days after the Contractor receives the complete prepayment refund form to the banking details specified in the form.

7.5. In all other cases, refunds are made minus the cost of a single night stay.

8. FORCE MAJEURE; MISCELLANEOUS

8.1. In exceptional cases, the Contractor may replace the pre-booked room with a room of equal or higher class, without charging the cost of accommodation, or a full refund of the prepayment to the Consumer. In such cases, the Contractor shall inform the Consumer immediately of the replacement or prepayment refund.

8.2. By paying the invoice the Consumer accepts these California by Grace Booking Rules, Imperial by Grace Accommodation and Service Rules, with any Annexes thereto.