

PUBLIC OFFER

Moscow

Approved on December 9th, 2019

The following text of the Public Offer is to individuals made by the official public offering with the goal to conclude a contract of rendering services by reference to point 2, paragraph 437 of the Civil Code of the Russian Federation.

By reference to point 1, paragraph 438 of the Civil Code of the Russian Federation, acceptance is the answer of an individual to whom the Offer is referred, of its adoption. Pursuant to point 3, paragraph 438 of the Civil Code of the Russian Federation, acceptance of conditions stated in the agreement in lieu of acceptance and the Service Contract by SAMY LUCHSHY HOSTEL Ltd. (hereinafter referred to as the "Executor") is deemed to be concluded and becomes effective upon commitment by the individual (hereinafter referred to as the "Customer") stipulated by the present Offer and deemed unconditional joining of the individual ("Customer") to all Offer terms without exemptions and restrictions.

PUBLIC OFFER

For services sale of the Contractor (temporary accommodation of individuals)

1. GENERAL TERMS AND CONDITIONS

SAMY LUCHSHY HOSTEL Ltd. represented by the general manager Anastasiia Kyslytsia acting on the basis of the Charter (hereinafter referred to as the "Executor") is concluded the present Public Offer Contract (hereinafter referred to as the "Contract") with any individual (hereinafter referred to as the "Customer"). The present Contract is a contract of rendering services concluded by the public offer and regulates the performance of services and responsibilities appeared between the Executor and the Customer. The text of the present Contract is posted on the site of GoodMood Hostel: <http://www.goodmoodHostel.ru>.

2. SUBJECT OF THE CONTRACT

The subject of the present Offer is providing services to the Customer such as booking of rooms/beds, temporary accommodation and also providing additional services (hereinafter referred to as "Services") on the conditions of the present Offer and in accordance with current prices, posted on the site GoodMood Hostel or placed on the reception.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 The Customer has the right to:

3.1.1 To book services GoodMood Hostel using available resources in the Internet, by phone +7-985-962-26-35 or by e-mail info@goodmoodHostel.ru.

3.1.2 The Customer accepts that in case of using Executor's service, he accepts conditions of the Offer in full and unconditionally whatever option of booking is used.

3.1.3 To refuse the prepaid (full or partial) order (booking) in writing by reference to point 3.3.7 of the present Offer.

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- 3.1.4 To choose the method of payment the order from proposed by the Executor.
- 3.1.5 To check the data of the order in booking confirmation or request before booking services by his own.
- 3.1.6 The Customer is liable for the truthfulness and lawfulness data he used in booking.
- 3.2 The Executor has the right to:
- 3.2.1 Whatever actions the Customer takes, the Executor is responsible for proper performance only actions and procedures made with full compliances of the Rules.
- 3.2.2 To withhold or demand the payment of full cost of penalty (cost of the first hotel days (hereinafter referred to as "Days")) of accommodation in the Hostel or cost of totally sum of accommodation) in accordance with conditions pointed in the order and booking in case of change, refuse of the order or no show to GoodMood Hostel. In this case the Customer admits the Executor's actions lawful and has no claims.
- 3.2.3 To switch on and switch off service of booking Services, to make preventive work on the server and other equipment used in rendering of Services by informing the Customers on the web-site.
- 3.2.4 To provide information on GoodMood Hostel, accommodation rules and also methods of payment. In the case of payment the order through the payment terminal, to provide information of the amount of payment to the Customer whis is agreed with the payment services participated in the process of booking.
- 3.2.5 To employ third parties to accept payments for the Services.
- 3.2.6 To employ third parties to make bookings.
- 3.2.7 In exceptional cases to change the rooms confirmed earlier to the rooms of the same or higher category without additional payment.
- 3.2.8 To grant additional discounts and special conditions of accommodation/payment etc at his discretion to the Customer.
- 3.2.9 In the case of correct group booking which consists of more than 5 people for the period of more than 2 days be reference to point 3.3.13 of the present Offer, the Executor has the right to demand 100% non-refundable prepayment of the total order cost.
- 3.3 The Customer is obliged:
- 3.3.1 To follow booking procedure of the Executor's Services strictly on the rights printed on booking recourse in the internet and in the present Offer.
- 3.3.2 To yield to the terms of the present Offer.
- 3.3.3 Not to start booking without reading in advance the Rules of Accommodation, Rules of Dorms (shared rooms) and the present Offer posted on the site <http://www.goodmoodHostel.ru> and reception. If the Customer starts booking the offer the Executor has the right to consider that the Customer has full knowledge of accommodation rules and rules of the present Offer and agrees with them.
- 3.3.4 To provide actual contact information at registration and making the order (full name, telephone number, e-mail).
- 3.3.5 To provide and check at registration accuracy of all necessary data for making the order. If the Customer refuses to provide necessary data, the Executor has the right to refuse the order.



3.3.6 To pay in full the order and/or the Service while checking-in or while making the order (by reference to paragraph 781 CC of the RF).

3.3.7 In the case of payment by credit card in the Internet, the Customer has to use only its own card. To prevent fraud the Executor checks the payment and gets in touch with the Client for settlement of questions. If the Customer is not available or the question stays unsolved, the Executor reserves right to cancel an order and refund money to the credit card.

3.3.8 In the case of refusing an order (cancellation) the Executor must be informed promptly by the phone +7-985-962-26-35 (with the further providing written confirmation to e-mail info@goodmoodHostel.ru). Cancellation is considered to be accepted from the moment of receiving written confirmation of cancellation by the Executor.

3.3.9 To observe Rules of Accommodation, Rules of Dorms (shared rooms) and fire safety regulations established by the Executor.

3.3.10 To take notice and not to take exception to using Closed Circuit Television System in the Hostel (excluding rooms (bathrooms)).

3.3.11 In the case of forfeiture or damage Hostel property, to make amends in accordance with the current legislation of the Russian Federation. Extent of damage is determined in accordance with the current Hostel price list of value of the property.

3.3.12 Not to turn over the key from the room or locker.

3.3.13 In the case of group booking which consists of more than 5 people the Customer has to get in touch with the Executor to the phone +7-985-962-26-35 or to e-mail info@goodmoodHostel.ru and to coordinate the booking.

3.4 The Executor shall be obliged:

3.4.1 To provide the Customer all necessary information and instructions for ordering and booking and also of methods of payment of Services. Comprehensive information is the information posted by the Executor on the available recourses in the Internet and which is included necessarily:

I. The present Offer (Rules);

II. The Executor's contact details and his phone number;

III. The price for the room (bed); The price is posted on the official web-site of the Executor <http://www.goodmoodHostel.ru>;

IV. List of services included in the price for the room (bed);

V. List and price of additional services rendered for the additional payment;

VI. Details of methods of payment;

VII. Absolute deadline of accommodation, if it's stated by the Executor;

VIII. Hotel policy;

IX. Information of food services, trade, communication and consumer services located in GoodMood Hostel;

X. Rules of accommodation with pets in GoodMood Hostel.



3.4.2 To provide exemption during rendering of services to categories of individuals who is covered by the Law or another legally enforceable enactments (The Executor has the right to arrange booking of rooms by himself).

3.4.3 In case of arrangement the accommodation in GoodMood Hostel, the Customer should be drawn a receipt, cheque (hereinafter referred to as a "Voucher") or another document, confirmed the payment of the services and should contain:

- I. Name of the Executor;
- II. Full name of the Customer;
- III. Information of the room (bed);
- IV. Price for the room (bed);
- V. Other necessary information at Executor's discretion.

3.4.4 To provide 24-hour check-in and check-out of the Customers who arrives and leaves GoodMood Hostel.

3.4.5 To confirm the possibility of service supply with cost reference to the Customer not later than 3 working days from the receiving of the order (booking).

3.4.6 If it is not found impossible to book under declared conditions by the Customer to inform the Customer and to offer booking on disjunctive conditions.

3.4.7 To accept the payment for Services from the Customer after proper ordering and successful booking of Services.

3.4.8 To reserve the booking room till 16.00 p.m. of the booking day if the booking is not guaranteed by the credit card or deposit.

3.4.9 If the booking of Services is made by the Customer through booking system the booked room is reserved for the Customer till 23:59 p.m. of the check-in day.

3.4.10 To reserve the Customer's booked room guaranteed by the credit card till 23:59 p.m. of the check-in day.

3.4.11 In the case if the Customer paid deposit, the Executor reserves the booked room during the whole period in accordance with the number of prepaid days.

3.4.12 In the case of incorrect group booking (with violation of paragraph 3.3.13 of the present Offer) the Executor has to take all possible actions to get in touch with the Customer to confirm the booking. If the Customer is not available the Executor has the right to terminate incorrect group booking for convenience not earlier than 7 calendar days.

4. ORDER CANCELLATION RULES AND REFUND TO THE CUSTOMER

4.1 The Customer has the right to cancel the order at any time in accordance with the terms of the order cancellation pointed in the present Offer. To do this it's necessary to call to the number +7-985-962-26-35 or to send the notification to e-mail info@goodmoodHostel.ru and to inform of cancellation, to call number of the booking, dates of accommodation and name of the Customer. If the Customer cancelled his order in accordance with Rules of forfeit penalty he will be made a refund in the following order:

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4.1.1 Cancellation of the booking with the refund to the Customer is made in the case if the Customer informed of booking cancellation 3 days before the date of intended check-in.

4.1.2 Cancellation of the booking less than 3 days before check-in or no show involves penalty charging in favour of the Executor equal to the cost of accommodation for the days before the intended check-in, pointed in the booking on condition that deposit was paid.

4.1.3 In the case if the Customer cancels the booking at the day of check-in the refund will not be made on condition that deposit was made.

4.2 Making changes in the order referred to initial conditions of rendering the Services (changing the object of the accommodation, date of beginning and ending of rendering the Services etc) these changes are considered to be a new order of booking the Services, primary order is a subject to cancellation.

4.3 If the Customer stays in GoodMood Hostel less than prepaid period, payment for unused Services is refunded only if the Customer informs the Executor not later than 3 (three) days before the intended check out. The Executor has the right to deduct penalty at the rate of the cost of accommodation for the number of days before the date of check out depending on category of the room/bed.

4.4 To obtain a refund the Customer has to fill in "Refund application" and to send it together with the copy of passport to e-mail info@goodmoodHostel.ru or to apply personally on reception. The refund will be made to the Customer's account (from which the payment was made) pointed in the application within 14 (fourteen) working days from the date of receiving "Refund application". The refund cannot be made to another individual.

4.5 Period of reference of the application and refund to the Customer starts upon receiving by the Executor the application to e-mail info@goodmoodHostel.ru and is calculated in working days. If the Executor received the application after 18.00 p.m. of the working day or on public holiday/day-off, the moment of receiving the application is considered to be the next working day.

5. PROVISION OF SERVICES AND RESPONSIBILITY OF THE PARTIES

5.1 Hotel policies of GoodMood Hostel are established by the Executor.

5.2 Check-in time: not earlier than 14.00 p.m.; check out time: not later than 12.00 p.m. local time. Period from 14/00 p.m. to 12.00 p.m. of the next day is considered to be a hotel day.

5.3 The payment for the accommodation is charged as follows:

5.3.1 In the case if accommodation was not prepaid during booking the payment will be charged for the whole period of accommodation when the Customer check-in in GoodMood Hostel.

5.3.2 In the case of non-payment the accommodation when the Customer check-in the executor has the right to refuse the provision of services.

5.3.3 In the case of the prolongation of residing above the paid period, the payment for accommodation must be made by the Customer not later than 11.00 a.m. local time of the day preceding the last paid day of the accommodation if the Executor has possibility to provide these Services to the Customer.

5.3.4 In the event of a delay in check out from GoodMood Hostel later than the date pointed in paragraph 5.2 of the present Offer, the payment is charged as follows:

5.3.4.1 Not more than 2 hours after check out time the payment is not charged in the case of room availability (if rooms are not available paragraph 5.3.4.2 enters into force).

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5.3.4.2 From 2 to 12 hours after check out time the payment is charged for half of the sum for the day depending on category of a room/bed.

5.3.4.3 From 12 to 24 hours after check out time the payment is charged for the day depending on category of a room/bed;

5.3.5 If the Customer stays less than a day the payment is charged for the whole day and night irrespectively of time of check-in.

5.4 When the Customer terminates the Contract earlier than planned and prepaid dates of the accommodation, the payment for unused Services is refunded to the Customer under paragraph 4 of the present Offer exclusive of the cost of accommodation for the period from 1 to 3 days depending on number of days before the date of check out/no show.

5.5 Required documents to check-in:

5.5.1 for the citizens of the Russian Federation (at the discretion):

- passport of the citizen of the Russian Federation;
- identity to officers of Armed Forces of the Russian Federation;
- military card to soldiers, sailormen, sergeant and petty officers who does compulsory or contract military service;
- certificate that indicates that passport is being replaced.

5.5.2 for the foreign citizens:

- passport of the foreign citizens or another document established by the Federal Law or recognized according to international contract of the Russian Federation as an identity document;
- immigration card stamped by control service of the Russian Federation;
- valid visa on the territory of the Russian Federation;
- original slip of notice of a foreign citizen arrival or a person without citizenship to the destination from the previous destination.

5.6 Grounds for refusing rendering Services and accommodation in GoodMood Hostel:

5.6.1 Not providing documents in full which itemized in paragraph 5.5 of the present Offer;

5.6.2 Failure to follow the requirements of the current legislation of the Russian Federation;

5.6.3 Failure to follow any paragraph of the Rules of accommodation in GoodMood Hostel.

5.7 The Executor has the right to refuse the provision of Services to the Customer without giving reasons. In such case the deposit for non-rendering Services is refunded to the Customer. The refund will be made to the Customer's account (from which the payment was made) pointed in the application within 14 (fourteen) working days from the date of refusing the accommodation.

5.8 The Executor has the right to evict the Customer from GoodMood Hostel in the case of violation of the legislation of the Russian Federation, Rules of accommodation in GoodMood Hostel, Rules of Dorms (shared rooms), conditions of the present Offer or in the case of receipt of the complaint from another Customers, having kept the payment for the current day and also to amerce in accordance with paragraph 5.9 of the present Offer. In this case evicted Customer has to free up a room/bed at once and GoodMood Hostel within 1 hour.

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5.9 The Executor has the right to amerce to the every Customer who violates Legislation of the RF, Rules of accommodation in GoodMood Hostel, Rules of Dorms (shared rooms), conditions of the present Offer intentionally or unintentionally for each offence regardless the fact of damage.

Violation	Penal sanctions		
	on primary violation	on repeat violation	on systematic violation
Smoking on the territory of GoodMood Hostel	Penalty 1500 rub	Eviction	
Drinking alcohol	Penalty 1500 rub	Eviction	
Using of drugs	Eviction		
Disrespectful attitude towards other Customers, personnel of GoodMood Hostel, insulting, abuse	Prevention	Penalty 1000 rub	Eviction
Noise violation after 23.00 p.m. till 10.00 a.m.	Prevention	Penalty 500 rub	Eviction
Storing of unpacked food out of kitchen and living room of the Hostel	Prevention	Penalty 500 rub	Penalty 500 rub
Violation of order and cleanliness including unwashing the dishes after cooking and meal	Prevention	Penalty 500 rub	Penalty 500 rub
Damage to the property of the Hostel	According market value		

6. RESPONSIBILITY. SETTLEMENT OF DISPUTES.

6.1 The Customer represents the interests of persons indicated in the order and is liable to the Executor for accuracy of data in the order of them, for implementation of the commitments by all persons including payment the order and payment the penalty in the case of refusing the Services (including no show).

6.2 The Executor is not responsible for the cases of not rendering or improper rendering the Services for his part or by third parties arising from unreliable, insufficient or untimely evidence and documents, provided by the Customer and also arising from other violations of the present Offer for the Customer's part.

6.3 The Executor is not responsible for not rendering the Services to the Customer in the case of no show in the first day of the booked period of accommodation and as a result his further impossibility to check-in.

6.4 The Executor is not responsible for inconsistency between provided Services and rendering Services to Customer's expectations and his subjective assessment.

6.5 The parties will make efforts with a view to achieving agreement on contentious issues through negotiation. If it is impossible to achieve agreement through negotiation disputed issues are to be considered in the Court of Moscow city on the place of registration of the Executor.

6.6 The Parties follow the legislation of the Russian Federation to the remaining items which are not included in the Offer. All possible disputes arising from the provisions of the Offer will be considered in the Court of the Russian Federation in accordance with the current legislation of the Russian Federation.

6.7 The Customer is responsible for deliberate damaging of property of GoodMood Hostel in accordance with the current Administrative and Criminal legislation of the Russian Federation.

6.8 In the case of gross and repeated non-compliance by the Customer of the provisions of the present Contract and Rules of accommodation in GoodMood Hostel and also legislation of the Russian Federation the Customer can be evicted from the GoodMood Hostel regardless time of year and day without refund of the deposit.

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7. FORCE MAJEURE

7.1 As a result of force majeure that the Parties cannot neither predict nor prevent by reasonable measures, the period for the performance of obligations under this Contract shall be extended accordingly for the period during which such circumstances and their consequences take place without damages.

7.1.1 Force majeure shall include: floods, fire, earthquake, explosion, storm, soil subsidence, and other Acts of God, epidemic, and also war or hostilities, actions and decisions of the public authorities, errors in telecommunication and electric networks, power fluctuations, malware, misleading practices of the third parties through actions is aimed at unauthorized access and/or destroying software and/or hardware systems of the Parties. Terrorist act or other circumstances that led to failure of technical means of either of the parties.

7.2 The Party, for which it became impossible to meet obligations under the Contract, is to notify in written form the other Party of the beginning and cessation of the above circumstances immediately, but in any case not later than 5 (five) days of the moment of their beginning.

7.3 In case of a dispute of time of beginning, duration and ending of force majeure, conclusions to the competent authority in the location of the Party will be appropriate and sufficient confirmation of beginning, duration and ending of the mentioned circumstances.

7.4 Not the notice or failure to notice of the Party about the beginning of force majeure is denied the Party the right to refer to them in the future as to a ground releasing it from liability for non-performance of the contract.

7.5 If these circumstances last longer than 30 (thirty) calendar days, then each Party will be entitled to cancel the whole Contract or by sending written application to other Party.

8. CHANGES AND TERMINATION

8.1 The present Contract shall enter into force on the beginning of making an order or booking by the Customer and remain in force without limit of time.

8.2 The Customer has the right to cancel the Executor's services at any time. The cancellation of the Customer leads to termination of the obligation from the Executor's side from the moment of the cancellation.

8.3 The Customer has the right to terminate the Contract by reference to the paragraph 4 of the Contract.

8.4 The Executor has the right to change the conditions of the present Contract and its Annex, to add new Annexes to the present Contract without prior notification. The Customer, knowing of possibility of such changes, agrees on them. If the Customer continues to use the Executor's Services after such changes it means his agreement with them.

9. CONFIDENTIALITY OF DATA

9.1 The Executor guarantees the confidentiality of data, provided with the aim to book the Services.

9.1.1 The Customer (subject with personal data) by responding to the paragraphs of the present Offer agrees to provide his personal data and agrees unconditionally to data processing freely, on his own and for his own purposes including processing with the use of automation or without use of it including collection, record, systematization, accumulation, storage, specification (updating, changing), extracting, use, transmission (dissemination, providing, access), anonymization, blocking, deleting, destroying of the personal data, entering into the Executor's database with the possibility of use for information purposes and also processing and use of his personal data by means of personal data dissemination with the aim to

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performance the present Offer by the executor or other third parties instead of him. Period on which the Customer gives an agreement for his personal data processing by reference to the present paragraph of the Offer is 1 (one) year. If the Customer doesn't withdraw his consent before the end of this period it is considered to be renewed for similar period.

10. EXECUTOR'S DETAILS

SAMY LUCHSHY HOSTEL Ltd.	
Address of location	9/2-6, Maroseyka street, Moscow, Russian Federation, 101000
ITN	7709991273
PPC	770101001
OGRN	1177746225216
Settlement account	40702810100000036148
Bank	JSC "Raiffeisenbank", Moscow
Correspondence account	30101810200000000700
SWIFT	044525700
General Director	Anastasiia Kyslytsia
Acting	on the basis of the Charter
Telephone	+7 985-962-26-35
Post address	9/2-6, Maroseyka str., Moscow, Russian Federation, 101000, GoodMood Hostel

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