



**GRACE
GROUP**



APPROVED BY:
Director
LLC "Grace Group"
K.G. Palyan
"24" April, 2025

**PUBLIC OFFER
for the conclusion of a hotel services agreement**

REPUBLIC OF ARMENIA

General Provisions

This document constitutes an official proposal (public offer) by Limited Liability Company "Grace Group", PSRN 286.110.1176366, TIN 02840659 (hereinafter referred to as "Grace Group LLC" or the "Executor"), and contains all essential terms for booking, payment, and provision of rooms to consumers at the accommodation facility – the Grace Group Hotels.

According to the Civil Code of the Republic of Armenia (RA Civil Code), acceptance of the terms set forth below and payment for the services by a legal entity (including those that have entered into a separate agreement with the Executor to pay for services on behalf of third parties) or an individual (acting in their own interest or on behalf of minor children) shall constitute acceptance of this offer. In accordance with the RA Civil Code, acceptance of this offer is equivalent to entering into a contract on the terms outlined herein.

In light of the above, we recommend carefully reviewing the text of this public offer. If you disagree with any of its provisions, you may refuse to purchase the services.

The Executor – Grace Group LLC, represented by Director Kristina Grigorovna Palyan, acting on the basis of the Charter, provides hotel services and enters into a hotel services agreement with any individual or legal entity (hereinafter referred to as the "Customer"), who accepts the terms of this offer by performing the actions specified in Section 4, clauses 3.5, 6.5, and 6.14 under the conditions set forth below.

2. Terms and Definitions Used in This Document:

- **Offer** – this public document offering to conclude a hotel and related services agreement with Grace Group LLC.
- **Acceptance of the Offer** – full and irrevocable acceptance of the offer by performing the actions specified in clauses 6.5 and 6.14 of this offer. Acceptance implies the formation of a service agreement.
- **Service Agreement (Offer Agreement)** – the agreement between the Executor and the Customer for the provision of services, concluded through acceptance of the offer.
- **Website** – the official website of the Executor: <https://grace-hotels.am>, as well as websites of partners or third parties engaged by the Executor for service delivery under this agreement. These contain information on the Services, payment procedures, and Terms of Use.
- **Customer** – any individual or legal entity placing an order for services via electronic sales channels for the benefit of the Consumer.
- **Consumer** – a natural person intending to order, ordering, or using hotel services exclusively for personal or other needs not related to business activities.
- **Executor** – the owner of the accommodation facility (hotel).
- **Booking** – advance reservation of accommodation services by submitting a Booking Request through the Executor's electronic sales channels.
- **Guaranteed Booking** – a booking that requires mandatory prepayment and for which the booking has been confirmed.
- **Booking Request (hereinafter – "Request")** – a document containing detailed information about the Consumer and the requested services, including room booking details, sent by the Customer to the Executor's email or through other means.
- **Booking Confirmation (hereinafter – "Confirmation")** – a response from the Executor indicating the availability of services as per the Request.
The Confirmation must include the following: details of the reservation (rooms, category, accommodation rate, and stay period), list of services included in the room price (or place in a room), list and pricing of additional chargeable services provided by the Executor, their acquisition and payment terms, list of arriving guests, and other

conditions related to the hotel service. This information may be transmitted via email exchange.

- **Accommodation Facility** – a hotel, hotel complex, or other accommodation establishment intended for providing hotel and additional services by the Executor, specifically:
“**Grace Group**”hotels, located at: Republic of Armenia, Yerevan, Kentron Administrative District, 19/3 Paronyan Street, used by the Executor to provide accommodation and other related services to Consumers.
- **Notification** – a written message from one party to this Agreement to the other, concerning the fulfillment of obligations under this Agreement.
- **Rates** – the prices for the paid accommodation services provided by the Executor, posted on the Executor’s official website.
- **Booking Rules** – the document approved by the Executor containing mandatory booking procedures that must be followed by the Customer at the Executor’s accommodation facility.
- **Residence Rules** – the document approved by the Executor containing mandatory rules for staying at the Executor’s accommodation facility.
- **Validity Period of Purchased Services** – the period for which the services paid by the Customer are valid in accordance with applicable rates and prices.
- **Executor’s Email** – zakaz@grace-hotels.ru

For the purposes of interpreting this Agreement and any documents executed by the Parties in fulfillment thereof, other terms and definitions shall be understood in their commonly accepted meanings.

3. Subject of the Public Offer

3.1. The subject of this public offer is the provision of paid services by the Contractor to the Customer in accordance with the terms of this public offer, the applicable legislation, and the Appendices to this public offer agreement.

The public offer and its appendices—Service Rates (Appendix No. 1), Booking Rules (Appendix No. 2), and Accommodation Rules (Appendix No. 3)—are an integral part of this agreement. They contain the complete list of services that may be provided under this Agreement and the procedure for their provision. They are published on the Contractor’s website and are also available in a public area for review at the Contractor’s accommodation facilities at the above addresses.

The Contractor provides hotel services to the Customer in accordance with the Law of the Republic of Armenia “On Tourism and Tourist Activities.”

The Contractor has the right to modify the terms of this public offer, the Rates, and other

appendices without prior agreement with the Customer or Consumer, provided such changes are published in a publicly accessible location no less than 3 calendar days after being approved by the Contractor.

Payment for the services by the Customer (Consumer) to the Contractor, the Contractor's partners, or third parties selling the Contractor's services constitutes unconditional acceptance (acceptance) of this Public Offer.

The term of the Agreement concluded through the acceptance of this public offer corresponds to the duration of the services paid for by the Customer.

4. Acceptance of the Offer and Conclusion of the Offer Agreement

- 4.1. The Customer accepts the offer by prepaying for the services selected from the Contractor's Price List, which are the subject of this offer agreement.
- 4.2. There is no time limit for the Customer to accept the offer.

5. Terms and Procedure for the Provision of Services

- 5.1. After reviewing the Service Rates (Appendix No. 1), Booking Rules (Appendix No. 2), and Accommodation Rules (Appendix No. 3) posted on the Contractor's website, and selecting the type of service, the Customer requests the provision of the services from the Contractor.
- 5.2. Room reservations are made by submitting a request to the Contractor's accommodation facility:
 - via the website;
 - via email;
 - by phone: booking department at 8 (800) 551-59-79;
 - directly at the accommodation facility's front desk;
 - through booking portals;
 - through agents.
- 5.3. Based on the request, the Contractor, if rooms are available, explains the payment procedure in strict accordance with the Rates and Booking Rules.
- 5.4. The Contractor's booking department confirms or declines the reservation request within 24 hours of receiving it.
- 5.5. If the reservation is confirmed, the Contractor sends the Customer an invoice for prepayment. Customers must pay for the first night's stay in advance. For non-refundable rates, 100% prepayment is required.
- 5.6. From the moment the invoice is issued and sent to the Customer, the room is considered preliminarily reserved.

5.7. The invoice is valid for the period specified by the Contractor, but no longer than five banking days from the date of issuance.

5.8. Payment for accommodation services is made as follows:

- the first night's cost must be paid within the invoice period, no later than 5 working days from the invoice date. The invoice is sent to the Customer's email address;
- final payment is made on the day of check-in, either in cash or by payment card.
 - 5.9. If the Customer fails to make payment within the specified time, the reservation is automatically canceled.
 - 5.10. Cancellation of a reservation requires the Contractor's responsible manager to notify the Customer via phone call, SMS, or email to facilitate payment.
 - 5.11. A reservation is considered guaranteed once the prepayment is received in the Contractor's account or cash register. This amount is later included in the total payment.
 - 5.12. The Contractor sends the Customer a Booking Confirmation containing: the name (company name) of the Contractor, the Customer (Consumer), the category and price of the room (or bed), dates of stay, booking terms, and other information defined by the Contractor.
 - 5.13. The Customer, by paying for the Contractor's services, confirms acceptance of the Contractor's offer terms.
 - 5.14. After the Customer receives the booking confirmation, the offer agreement enters into force. If a third party pays for the services, the Customer's rights and obligations remain unchanged.
 - 5.15. The agreement duration corresponds to the paid accommodation period.
 - 5.16. Accommodation services begin upon the Consumer's arrival.
 - 5.17. Payment is charged according to a unified check-in time, local time, and the approved rates for the room type, either in cash or by card.
 - 5.18. In the event of early check-in, payment is as follows:
 - Up to 6 hours before check-in time – hourly rate;
 - 6 to 12 hours before check-in – 50% of the room rate;
 - 12 to 24 hours before check-in – 100% of the room rate.In case of late check-out:
 - Up to 6 hours after check-out time – hourly rate;
 - 6 to 12 hours after – 50% of the room rate;
 - 12 to 24 hours after – 100% of the room rate.
 - 5.19. Early check-in or late check-out is permitted by arrangement with the front desk administrator.
 - 5.20. If the Consumer is more than 24 hours late, a fee is charged for idle time, up to one day.
 - 5.21. Children up to 4 years old stay free of charge without an extra bed. For older

children, an extra bed is provided and charged according to standard rates.

5.22. If two children under 4 stay in the room, one extra bed is provided and charged at the standard rate.

5.23. Check-in is allowed upon presentation of a valid ID in accordance with Armenian law.

5.24. Minors under 14 can only stay if birth certificates and accompanying adults' IDs (and consent of legal representatives) are provided.

5.25. Minors aged 14 and older can stay without guardians if they have ID and written consent from their legal representatives.

5.26. Room transfers are allowed upon mutual agreement or in emergencies and are arranged by the duty administrator.

5.27. In case of loss or damage to property, the Consumer must compensate according to Armenian law and the applicable damage compensation price list.

5.28. All rooms are non-smoking. Smoking is allowed in designated areas. Violation results in a 1,500 RUB fine.

5.29. Visitors are allowed until 23:00 with a guest pass issued by the accommodation staff.

5.30. If the Consumer is absent for over 2 hours after the check-out time without payment, a commission inventories the belongings and vacates the room.

5.31. Refunds for excursion tickets are given if cancellation is made at least 24 hours in advance. Later cancellations incur a deduction for Contractor's expenses.

5.32. Refunds for early check-out follow this process:

- The Consumer must notify the duty administrator 48 hours in advance and present ID and the receipt;
- Fill out a refund request with the reason for early departure;
- The administrator processes the documents, which may take up to 30 minutes;
- The Consumer signs the request, a cash expense order, and receives a new receipt and refund;
- For notice given less than 48 hours in advance, one night's fee is charged;
- For non-cash payments, refunds are made within 10 working days to the account listed in the request;
- If the Consumer stays more than 15 minutes after check-in, payment for the current day is non-refundable;
- The Consumer must return the receipt. Without it, or if they refuse, the refund may be denied;
- If services were booked through a travel agency, only the agency can process the refund.

5.33. If the Consumer is evicted due to serious violations or misconduct, the refund will be reduced to cover the Contractor's losses.

5.34. Maximum length of stay is 6 months.

5.35. By signing the Accommodation Rules, the Consumer also confirms familiarity with:

- emergency conduct rules;
 - fire safety rules;
 - electrical appliance usage rules;
 - pool usage rules;
 - the property damage compensation price list;
 - room booking rules;
- and that they are informed of free Wi-Fi with a maximum speed of 3 Mbps.

5.36. By signing the Accommodation Rules, the Consumer also consents to the processing of their personal data provided in the booking form.

6. Service Cost and Payment Procedures under the Agreement

6.1. The cost of accommodation includes:

- Accommodation in a room of the selected category;
- Provision of hot water, sewing needles and thread, iron, ironing board;
- Delivery of mail addressed to the guest;
- Wake-up call;
- Other services.

6.2. Services not specified in the Confirmation, Invoice, Agreement, or its Appendices are considered additional and are provided at an extra charge.

6.3. The cost of accommodation is determined based on the officially published rates of the Contractor's accommodation facilities on the website: <https://grace-hotels.am/>, taking into account any active promotions as of the date the Agreement is concluded.

6.4. Under this Agreement, the Customer (Consumer) agrees to pay for the services as follows:

- The cost of the first night must be paid by the Customer within the timeframe indicated in the Contractor's invoice, but no later than 5 business days from the invoice date. The invoice is sent to the Customer's email address;
- Final payment for accommodation is made on the check-in date at the accommodation facility, either in cash or by payment card.

6.5. In case of late arrival, the Customer (Consumer) is charged the cost of the first night's stay.

6.6. If the stay is less than 24 hours, the full daily rate for the room applies.

6.7. If the Consumer checks out after the established check-out time, payment is made by the Consumer (Customer) based on the Contractor's rates as follows:

- Up to 6 hours after the check-out time – hourly rate;
- More than 6 but less than 12 hours – 50% of the daily rate;
- From 12 to 24 hours – full daily rate.

6.8. Cancellation of booked services must be made in writing to the Contractor without penalty:

- No later than 14 calendar days before arrival during the high season (April 20 to October 15);
- No later than 10 calendar days before arrival during the low season (October 16 to April 19).

Late cancellation or failure to arrive at the accommodation facility within 12 hours of the designated check-in time (if the booking was not canceled) will result in the Customer (Consumer) being charged the full daily cost of the reserved services.

6.9. If services were paid by bank transfer, refunds are issued within 10 business days from the date the refund request is processed, to the bank details specified in the request.

6.10. All additional services provided by the Contractor are paid for by the Consumers directly at the accommodation facility's cashier. If paid by the Customer, the Customer must submit a request specifying the timing and form of payment.

6.11. Payments between the Parties are made in rubles, either in cash or by bank transfer, using the methods agreed in this Agreement. Payment is considered completed once the funds are received in the Contractor's bank account, by a payment agent, or at the Contractor's cashier.

- 6.12. If the Customer (Consumer) booked accommodation for a certain period but must leave earlier, the Customer (Consumer) must notify the Contractor at least 24 hours before departure. Failure to do so will result in a charge equal to one day's accommodation cost.
- 6.13. The Agreement is considered concluded when the Customer (Consumer) receives the booking confirmation.
- 6.14. Services are provided only upon full payment by the Customer. If services are paid by a third party, the Customer's rights and obligations remain unchanged.
- 6.15. The Customer is responsible for tracking any changes to the Contractor's banking details specified in this Agreement and ensuring payment accuracy.
- 6.16. Services may be paid by the Customer using one of the following methods:
- Bank transfer to the Contractor's account;
 - Cash payment at the Contractor's cashier;
 - Payment by bank card;
 - Online payment via a link provided by the booking department (Internet acquiring);
 - Payment is made through UBRIR using bank cards of the following systems:
 - MIR,
 - VISA International,
 - ARCA,
 - Mastercard.The Customer's payment obligation is deemed fulfilled upon the deposit of the funds into the Contractor's account or cashier.
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7. Rights and Obligations of the Parties

7.1. The Contractor agrees to:

- Provide the Customer with the selected and paid services, including accommodation and meals;
- During the term of this Agreement, deliver the services specified in the receipt or invoice, in accordance with applicable law, the terms of this offer, and current rates and prices;

- Maintain confidentiality of the Customer's information obtained during registration, except where required by Armenian law;
- Deliver quality services, take timely measures to prevent and address any quality issues, and inform the Customer of any changes in the structure or conditions of the provided services;
- Ensure compliance with fire safety and sanitary regulations;
- Provide hotel services to Consumers in accordance with the Law of the Republic of Armenia "On Tourism and Tourist Activities."

7.2. The Contractor has the right to:

7.2.1. Approve and amend the terms of this offer, the Rates, the Accommodation Rules, and the Booking Rules. The Customer will be informed of such changes at least 3 calendar days in advance via notice on the Contractor's website and information leaflets. The Customer agrees that such amendments automatically apply to the Agreement in force and become effective simultaneously with the changes to the public offer.

7.2.2. Demand monetary compensation from the Customer for any damage caused to the Contractor's property, at a value no less than the cost of the damaged (destroyed) item.

7.3. The Customer (Consumer) agrees to:

7.3.1. Timely and fully provide information necessary for service provision and assist the Contractor in eliminating obstacles to the proper execution of the Agreement;

7.3.2. Accept and fully pay for the services provided by the Contractor;

7.3.3. Promptly pay for any additional services provided by the Contractor;

7.3.4. Compensate for any damage caused to the Contractor's property in the event of loss or damage.

7.4. The Customer has the right to:

7.4.1. Cancel the services and terminate this Agreement, provided the conditions in Sections 5 and 6 of this public offer are met, and reimburse the Contractor for actual costs incurred;

7.4.2. If service deficiencies are discovered, demand, at their discretion:

- Free rectification of deficiencies;
- A corresponding reduction in the service price.
The Consumer must immediately report any service deficiencies to the Contractor (Reception Desk); otherwise, the Contractor is released from liability for such deficiencies.

8. Liability of the Parties

- 8.1. The Parties shall be liable for non-performance and/or improper performance of their obligations under this Agreement in accordance with the applicable law, the Rules for the provision of hotel services at the Contractor's Accommodation Facility, and this Agreement.
- 8.2. In case of impossibility to fulfill this Agreement due to the fault of the Customer, the Consumer, or their visitors, the services are subject to full payment.
- 8.3. Penalties under this Agreement are charged according to the Contractor's current Tariffs without taking into account discounts and special rates (special offers).
- 8.4. The Consumer shall compensate for damage in case of loss or damage to the Contractor's property at the Accommodation Facility and shall be liable for other violations in accordance with the legislation of the Republic of Armenia.
- 8.5. In case of violation of clause 7.3 by the Consumer, the Consumer shall pay the Customer a fine in accordance with the current Pricelists for each violation, and also reimburse the Contractor for any expenses incurred.
- 8.6. If the Consumer fails to arrive and/or get in touch with the Contractor by 07:00 AM of the following day, the booking will be canceled. The Consumer will be charged a penalty in the amount of the first day of accommodation for the actual downtime of the room. A refund will be issued for the remaining prepayment. If the Consumer arrives after 07:00 AM of the following day, accommodation is provided on a first-come, first-served basis, subject to availability.
- 8.7. The Consumer shall bear joint and several liability for losses and other damages caused by the actions (or inaction) of the Consumer's visitors at the Accommodation Facility.
- 8.8. If the Consumer's visitors refuse to pay compensation for damages to the property of the Accommodation Facility, the Consumer (Customer) agrees to pay the invoices issued to the visitors, including those for property damage based on a property damage report drawn up in accordance with the Contractor's internal policies.
- 8.9. If the Customer pays for the services in an amount less than that stipulated by this Agreement, the payment shall be first used to cover the principal debt, then penalties, interest, and other fines.

9. Term, Extension, Amendment, and Termination of the Offer Agreement

- 9.1. The Offer Agreement enters into force at the time specified in clause 5.14 of this Offer and remains valid until the expiration of the services selected by the Customer.
- 9.2. The extension of the agreement is carried out by payment for the Contractor's services in accordance with the current Tariffs at the time of payment, until the end of the current agreement.
- 9.3. This agreement may be terminated by mutual agreement of the Parties or by a court decision based on grounds provided for by civil legislation.

9.4. In case of termination of this Agreement by mutual consent, the Agreement shall be deemed terminated on the day the Parties reach an agreement on such termination.

10. Miscellaneous Provisions

10.1. Failure to exercise any right under this Offer Agreement, or any authority or intention provided by the Offer Agreement, shall not be deemed a waiver of the terms and conditions of this Offer Agreement in the event of future violations, nor a waiver of the right to enforce the conditions of the Offer Agreement at any time.

10.2. This Offer Agreement constitutes the entire agreement between the Contractor and the Customer. The Contractor does not accept any conditions or obligations regarding the subject of the offer other than those stated in the offer, except where such conditions or obligations are set forth in writing and signed by authorized representatives of both the Contractor and the Customer. If any provisions of the Appendices or additional agreements to the Offer Agreement contradict the terms of the Offer, the provisions of the Offer shall prevail.

10.3. The Customer enters into this Offer Agreement voluntarily and: a) has fully read and understood the terms of the Offer; b) fully understands the subject and terms of the Offer Agreement; c) fully understands the meaning and consequences of their actions related to entering into and performing under the Offer Agreement.

10.4. The Customer possesses all rights and authority necessary to enter into and fulfill this Offer Agreement.

10.5. If any provision of the Offer is deemed invalid, illegal, or unenforceable under applicable Russian law, such provision shall be removed and replaced with a new provision that most closely reflects the original intent, while the remaining provisions shall remain unaffected and in full force.

10.6. The Parties recognize the legal validity of documents (including booking requests, booking confirmations, notifications of changes or cancellations, etc.) sent/received via email under this Agreement. Such documents shall be treated as originals in case of legal disputes. Documents sent via email without electronic digital signature shall be recognized by the Parties as legally valid and admissible as written evidence.

10.7. The date of receipt of messages/information sent via email, as well as the date of response, shall be the date when the recipient's mail server processes the incoming email. Responses to messages must be sent by the receiving Party to the sender's return email address or to the contact email specified by the Party in the message.

10.8. The Customer may not assign any rights or obligations under the concluded agreement with the Contractor without prior written consent from the Contractor.

11. Force Majeure

- 11.1. The Parties shall be released from liability for partial or complete non-performance of obligations under this Agreement if such non-performance was the result of force majeure. In this case, the term for fulfilling obligations shall be extended for the duration of such circumstances.
- 11.2. The Party affected by the force majeure must notify the other Party in writing within 10 days of the occurrence, indicating the estimated duration of the force majeure circumstances.
- 11.3. In exceptional cases, the Contractor reserves the right to substitute the pre-booked room with a room of equal or higher category at no extra charge or to provide a full refund of the prepayment to the Customer. The Contractor shall immediately notify the Customer (Consumer) of such substitution or refund.

CONTRACTOR DETAILS:

Contractor:

Limited Liability Company "Grace Group"

OGRN: 286.110.1176366

INN: 02840659

KPP: 52637885

Legal Address:

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Director

K.G. Palyan