

APPROVED
by Order of Director
of "BrestMetServis"
No13-16 from 20.09.2016

PUBLIC OFFER AGREEMENT

The Company BrestMetServis, hereinafter referred to as Contractor, publishes this Public Offer to individuals, hereinafter referred to as Customers, to conclude the agreement for providing hotel services to the conditions of the present Offer and standards.

1. DEFINITIONS AND INTERPRETATIONS IN THIS OFFER

The Offer – a public offer from the Contractor to any individual published in the official Contractor's site www.brethostel.by to conclude hotel services agreement on the conditions of the prepayment (hereinafter - "Agreement"). The accept of the Offer supposes the unconditional acceptance all the terms and conditions of the Offer and the conclusion of the Offer.

An Acceptance - total and unconditional acceptance of all the terms and conditions defined in the present Offer by the Customer through the Customer's room reservation on www.brethostel.by and payment of services fee by fee's transfer to the Contractor's bank account according to the present Agreement.

The Customer – a Customer who paid services costs and uses the Contractor's services.

2. THE SUBJECT OF THE OFFER

2.1. Subject of the present Agreement is services for the reservation of the hotel rooms and accommodation of individuals, hereinafter referred to as the «services».

2.2. The Contractor takes obligations to render services to the Customer according to the Customer's request and The Customer takes obligations to make payments for the hotel services in accordance with the present agreement.

2.3. Place of rendering hotel services presented in the present Agreement is Republic of Belarus, Brest, 21 Vorovskogo Street, Hostel Good Morning.

2.4. The Contractor provides services in accordance with the Republic of Belarus hostel accommodation rules.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Contractor shall:

3.1.1. accept Customer's written requests for the reservations in compliance with the terms of the present Agreement;

3.1.2. confirm Customer's requests or inform Customer if there is no possibility to accommodate guests;

3.1.3. render hotel services in compliance with the terms of the present Agreement.

3.1.4. keep in confidence information received from the hostel.

3.1.5. Customer has a right to terminate services provision and break the Agreement unilaterally in case of the Customer's breach of his obligations according to the present Agreement.

3.2. The Customer Shall:

3.2.1. make changes in reservations or its cancellations to avoid financial responsibility;

3.2.2. inform its guests about terms and conditions of hotel service and its payment if the payment is made by the guests themselves;

3.2.3. make payments for the hotel services in compliance with terms and conditions stipulated by the present agreement.

3.2.4. cover all costs to the Contractor in case its guests failed to pay or partially paid for received hotel and additional services or damaged Contractor's property or that of the third party on the territory of the Contractor's property.

3.3. The Customer maintains the right to:

3.3.1. claim confirmation for the requested hotel services or written refusal from its granting.

3.3.2. receive the Contractor's price-list in any time requested;

4. TERMS OF THE RESERVATION

4.1. Reservation is to be made on the official hostel web-site [www. bresthostel.by](http://www.bresthostel.by).

4.2. Reservation of the rooms of any category is performed only if there are available rooms of this category.

4.3. Cancellation of the reservation is made only when Customer receives written confirmation of it.

4.4. Extension of accommodation is possible at Contractor's discretion. Accommodation fee for guests extension not confirmed by prior Customer's Request is to be paid by a guest himself.

5. TERMS OF PAYMENT

5.1. Rates for the accommodation are stipulated in the hostel's price-list. Payment for the hostel services indicated in the Request can be effected as follows:

5.2. The services are rendered by the Contractor on the terms of the 100% payment in advance by the Customer to the Contractor's settlement account according to the prices published on the Contractor's site in Belorussian Rubles, Russian Rubles, US dollars or Euro for the hotel services. Payment day is considered to be the day when money has been entered to the Contractor's bank account. Money transfer expenses (bank commission) are at Customer's cost. In cases when services are granted for the amount different from the amount paid final payment should be performed by Parties within 1 (one) banking day according to the invoice for additional payment or Customer's letter for the refund of overpaid amount.

5.3. The Contractor's services shall be paid by the Customer not later than 1 (one) day before providing of hotel services.

6. LIABILITY OF THE PARTIES

6.1. Parties bear responsibility for non-fulfillment, improper and (or) untimely fulfillment of their obligations under the legislation of the Republic of Belarus.

6.2. The Customer bear responsibility for the late cancellation of reservation – less than 24 hours before arrival date – 50% in amount of the first night of accommodation according to the rate indicated in a confirmation. In case of no-show 100% in amount of all term of accommodation according to the rate indicated in a confirmation.

6.3. The Parties are not liable for non - fulfillment or partial fulfillment of the Agreement terms and conditions if they prove that this was caused by Force Major circumstances (war, natural calamities, state authorities' regulations and other circumstances that are beyond the Parties' will and control and which are considered to be Force Major circumstances). Arising of such circumstances should be confirmed by an official certificate of competent authority, otherwise the Parties are not released from their responsibilities.

7. TERM OF THE AGREEMENT

7.1. The Agreement comes into force upon its conclusion (Offer Acceptance) and is valid until it is terminated by one of the Parties or by both Parties.

7.2. The Customer admits and recognizes the fact that any changes in the Offer occurring after its conclusion shall be valid between the Customer and Contractor, and these changes within the Agreement come into force simultaneously with the same changes within the Offer.

8. DISPUTES OF THE PARTIES

8.1. All disputes and disagreements should be solved by mediation between both Sides. In case this can not be done, the disputes and disagreements should be referred to the Economic Court of Brest. Language of legal procedure – Russian.

8.2. The parties unconditionally agree to consider the information about providing services under contractor's information.

9. CONTRACTOR'S INFORMATION:

BrestMetServis

224005, Belarus, Brest, 21 Vorovskogo Street

Bank details:

UNP 290660990. OKPO 295306931000

Acc. 3012702930009 (BYN)

in the branch number 100 BOU

JSC "Belarusbank", Brest, st. Moscow 202, code 246

Director: Igor E. Pilecki (acts on the basis of the charter)

Tel. Director: +375 29 650 84 53 (Velcom)