



## **PUBLIC HOTEL SERVICE AGREEMENT**

The online service is provided by LLP "Zarechye Eco-Land" (hereinafter referred to as the Contractor). The Customer and the Contractor hereby conclude this Agreement (hereinafter referred to as the Agreement) as follows:

### **1. Definitions**

**Agreement** – this agreement between the parties on all essential terms of service provision, constituted as a public offer and subsequently unconditionally accepted by the Customer in full through acceptance. This Agreement is a transaction consisting of an accepted public offer and its integral parts, such as rules and regulations posted on the website and within the hotel building. The procedure for forming the Agreement is further defined in accordance with Articles 387, 395, and 396 of the Civil Code of the Republic of Kazakhstan (RK).

**Offer** – the Contractor's public proposal to conclude this Agreement, posted on the website <https://zarechye.kz> and in the hotel building.

**Acceptance** – the full and unconditional acceptance by the Customer of the terms of this Agreement.

**Website** – the Contractor's website located at <https://zarechye.kz>, where information is posted and Orders can be placed.

**Hotel** – LLP "Zarechye Eco-Land", located in the Republic of Kazakhstan, East Kazakhstan Region, 60 km from Ust-Kamenogorsk, 6 km east of the village of Bystrukha.

**Customer** – a legally capable individual over the age of 18 or a legal entity registered and operating under RK law, with the legal right to enter into contractual relations with the Contractor, including booking services on the Website.

**Order** – a set of Hotel services selected by the Customer through the Online Booking System or directly at the hotel building.

**Online Booking and Payment System (System)** – an information system containing details of Orders, room availability, tariffs and rules, and other service conditions. Information in the System may be changed or updated at any time. The Customer agrees to use the System on an "as is" basis.

**Contact Information** – the Customer's personal and contact data for communication regarding ordered services.

**Booking** – the reservation of rooms in the Hotel made through the System or directly at the hotel building.

### **2. General Provisions**

2.1. This Agreement constitutes a public offer. In accordance with paragraph 5 of Article 395 of the Civil Code of RK, a public offer is a proposal containing all essential terms of the agreement, indicating the offeror's intent to enter into the agreement with anyone who responds.

2.2. In accordance with Article 396 of the Civil Code of RK, acceptance of the offer is the offeree's response indicating full and unconditional agreement. The Customer accepts this public Agreement either by using the online booking service or by placing an order and signing the Agreement at the Hotel. By accepting, the Customer confirms legal capacity and the lawful right to enter into contracts with the Contractor.

2.3. Acceptance of the Agreement means that the Customer agrees to all its provisions and any annexes. Customers are advised to read the Agreement carefully and review the Hotel's General Rules of Stay. If any provision is unacceptable, the Customer should refrain from accepting the offer.

2.4. This offer is addressed to both individuals and legal entities.

### **3. Subject of the Agreement**

3.1. The Contractor agrees to provide hotel services (hereinafter referred to as Services) to the Customer and to individuals on whose behalf the Customer acts, including booking of rooms/cottages, with or without meals. The Customer agrees to accept and pay for the Services.

3.2. The Agreement is deemed concluded upon the Customer's acceptance.

3.3. This Agreement is the principal document governing the relationship between the Customer and the Contractor.

3.4. Services are provided in accordance with applicable RK law and the Hotel's internal regulations.

#### **4. Terms of Service Provision**

4.1. To place an Order and make payment, the Customer must fill out all required fields of the booking form on the Website or directly at the hotel. The following data must be provided, including but not limited to:

Check-in date and time

Room/cottage category

Number and list of guests, including their full names

Check-out date and time

Customer contact information (phone number, email)

List of services, including additional ones

Type of payment

4.2. The Customer is responsible for the accuracy of all information provided. The Customer confirms and guarantees having reached the age of 18, or being a legal entity registered and operating under RK law, possessing full legal capacity and financial capability to assume rights and obligations under this Agreement on their own behalf or on behalf of others.

4.3. Booking and online payment are performed by the Customer independently on the Website or with assistance from a hotel administrator.

4.4. The Customer becomes familiar with the terms of service provision during the booking process.

4.5. The Customer pays for the Order in accordance with Section 7 of this Agreement.

4.6. The Customer and the individuals for whom the booking is made will be accommodated in the Hotel upon presentation of original personal identification documents only. Copies, including notarized ones, are not accepted. The Customer must inform all such individuals of this requirement. If such documents are not presented, accommodation will be denied, and the Customer shall pay for the room downtime in accordance with Clause 8.2 of this Agreement.

#### **5. Rights and Obligations of the Customer and the Contractor**

5.1. Rights of the Customer:

5.1.1. Search, book, and pay for hotel services via the System or other methods specified on the Website or in person at the Hotel with an administrator. Acceptance of the Agreement is deemed unconditional regardless of the method of booking or payment.

5.1.2. Cancel or modify the Order under the terms specified in Section 8.

5.1.3. Receive the booked services as stated in the Order.

5.2. Rights of the Contractor:

5.2.1. Require compliance with the General Hotel Rules and this Agreement. The Contractor is only responsible for proper performance if these conditions are met.

5.2.2. Require full acceptance of this Agreement and the Hotel Rules; otherwise, the Contractor may deny services.

5.2.3. Require full payment from the Customer. If payment is not received on time, the Contractor may cancel the Order.

5.2.4. Involve third parties in the service provision.

5.2.5. Terminate the Agreement unilaterally out of court if the Customer provides false data or uses invalid or unauthorized payment methods.

5.2.6. Enable or disable the System at any time with notification on the Website.

5.3. Obligations of the Customer:

5.3.1. Read the Agreement and General Rules before booking. By making a booking, the Customer confirms awareness and acceptance.

5.3.2. Review Hotel and service information, including pricing.

5.3.3. Provide up-to-date contact information.

5.3.4. Submit all necessary booking data.

5.3.5. Pay the full amount in a timely manner. Payments must be made using the Customer's own bank card. In case of fraud suspicion, the Contractor may cancel the Order and refund the owner.

5.3.6. Notify the Contractor immediately about order changes or cancellations.

5.3.7. The Customer's rights and obligations extend to those on whose behalf the Order is made.

5.4. Obligations of the Contractor:

5.4.1. Provide booking and service information on the Website and on-site.

5.4.2. Accept payment after proper booking.

5.4.3. Deliver services as agreed in the Order and in accordance with the law.

## **6. Acceptance of Offer and Contract Conclusion**

6.1. The Customer accepts the offer by performing any of the following actions:

Booking the Order

Paying for the Order

Once either action is completed, the Agreement is considered concluded.

## **7. Payment Procedure**

7.1. Service costs are determined in the Order based on selected services.

7.2. Prices are set in Kazakhstani Tenge and listed on the Website and on-site. Prices may be changed unilaterally by the Contractor.

7.3. All transactions are conducted in Kazakhstani Tenge.

7.4. Payment must be made in advance in the amount of 100% of the total Order.

## **8. Order Cancellation, Modification, and Refunds**

8.1. Before payment, the Customer may cancel or modify the Order at any time.

8.2. If the booking is canceled at least 7 days before check-in, a full refund will be issued. If canceled later or in case of a no-show, 100% of the service cost is charged.

8.3. If services cannot be provided fully or partially, the Contractor must notify the Customer within one calendar day.

8.4. Refunds are made to the Customer's bank account within three banking days.

## **9. Liability and Dispute Resolution**

9.1. Both parties are liable for non-performance or improper performance under RK law.

9.2. The Contractor is not responsible for service disruption due to reasons beyond its control (e.g., communication failures, technical issues).

9.3. The Contractor is not responsible for non-performance due to Customer's breach of the Agreement.

9.4. The Customer is liable for damages, including harm to the Contractor's reputation or property. Damage must be compensated in full on the day the damage report is presented.

9.5. The Contractor is liable for damages caused by failure to provide paid services, except in cases of force majeure.

9.6. The Contractor is not liable if the Customer provides false, insufficient, or untimely information.

9.7. The Contractor is not liable for late check-in (over 24 hours) or early departure.

9.8. The Contractor is responsible for the accuracy of Hotel information published on the Website.

9.9. The Customer is responsible for compliance with Hotel Rules and must pay applicable fines.

9.10. All disputes shall be resolved through negotiation. If unresolved, disputes are subject to RK jurisdiction.

## **10. Confidentiality**

10.1. By accepting the Agreement, the Customer consents to the processing of personal data (including name, contact details, etc.) for themselves and others represented. This consent is indefinite and revocable in writing. Personal data is not disclosed unless required by RK law.

10.2. The Customer is responsible for maintaining the confidentiality of their contact details and actions taken with them. The Contractor is not liable for losses due to unauthorized use by third parties.

## **11. Force Majeure**

11.1. The parties are released from liability for failure to perform due to force majeure — extraordinary, unforeseeable events beyond their control.

11.2. These include but are not limited to: natural disasters, war, national crises, strikes, government actions, technical failures, malware, or third-party attacks on systems.

## **12. Amendments and Termination**

12.1. The Agreement is effective upon acceptance and remains valid until all obligations are fulfilled.

12.2. The Contractor may unilaterally terminate the Agreement out of court.

## **13. Final Provisions**

13.1. Any matters not covered in this Agreement are governed by RK law.

13.2. The Agreement is concluded by acceptance via the Website or in-person booking. No written signature is required unless requested by the Customer.

13.3. If the Customer’s contact details change, they must notify the Contractor within three days. Otherwise, the Contractor is not liable for communication failures.

For inquiries, please contact: +7 (777) 471-75-59 or email: [sales@zarechye.kz](mailto:sales@zarechye.kz)

**Contractor:**

**Customer:**

LLP “Zarechye Eco-Land”

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Republic of Kazakhstan, East Kazakhstan Region,  
Bystrukha Village, Block 007, Building 12

Account: KZ 248562203106774039

Bank: JSC Bank CenterCredit

BIC: KCJBKZKX

Director:



S.A. Froimchuk