

**Provisions that must be read!**

Regardless of the actual reading of the text, if you are paying for the service provided by Trekking club, you are considered familiar with the text of this public offer and fully and unconditionally accepted the terms and conditions, and all your claims to the contrary will be considered non-existent. Further - the text of the offer. All risks and responsibility for not reading falls on each person.

*Public Offer for tourist services (Agreement)  
(supplement to the Tourist voucher)*

**Almaty city**

"Trekking club" LLP, license for tourist activities No. 0001061 dated July 12, 2005, issued by the Economics and Planning Department of Almaty, hereinafter referred to as the **CONTRACTOR**, represented by the director A. Raspopov acting on the basis of the Charter with one party by this Public Offer (Agreement) invites any individual or legal entity, as well as an individual entrepreneur (hereinafter - the **CUSTOMER**) to conclude a Public Offer for the provision of services for carrying out activities (hereinafter - the Agreement, the Offer, Public Offer).

Information about the specific **CUSTOMER** - who concluded this Public Offer is indicated in the Application called "Tour request form".

**1. BASIC PROVISIONS**

- 1.1. This Agreement is a public offer (in accordance with paragraph 5 of Article 395 of the Civil Code of the Republic of Kazakhstan).
- 1.2. In accordance with paragraph 3 of Article 396 of the Civil Code of the Republic of Kazakhstan (CC RK), if the conditions set forth below are accepted and services are paid, the person making the acceptance of this offer becomes the **CUSTOMER** - acceptance of the offer and payment of the tourist product are tantamount to concluding the agreement on the conditions set forth in the offer. In connection with the foregoing, carefully read the text of this Agreement and if you do not agree with any clause of the Agreement, the **CONTRACTOR** invites you to refuse any actions necessary for acceptance or to conclude a personal contract on conditions separately negotiated with the **CONTRACTOR**.
- 1.3. Full and unconditional acceptance of this offer is the CUSTOMER's payment of the services offered by the **CONTRACTOR**. By accepting this Agreement, the **CUSTOMER** confirms its legal capacity, as well as its legal right to enter into a contractual relationship with the **CONTRACTOR**

Attention! Recommendations for tour participants are indicated in the Instruction Sheet (Appendix 1 to this offer, following the text of the offer itself).

**2. SUBJECT OF THE CONTRACT**

- 2.1. Under the present Agreement, the **CONTRACTOR** shall provide for the **CUSTOMER** (and the persons specified in the Application - attachment to the Agreement) the tourist services necessary to satisfy his/her/their needs during the travel period and in connection with the trip, in the amount and under the conditions stipulated in the Agreement and the Application for TOUR, and the **CUSTOMER** undertakes to pay for the rendered tourist services to the **CONTRACTOR**.
- 2.2. The civil liability of the **CONTRACTOR** is insured according to the current contract of obligatory insurance of civil liability of the tour operator № 000645 from "01" April 2018 issued by Centras Insurance company.

- 2.3. The data of the Customer's family (for notification in case of an emergency incident) is indicated in the Application "Tour request form".
- 2.4. The tourist offer is formed by the tourist operator "Trekking club" LLP.
- 2.5. For a description of the tourist offer itself, preliminary conditions and services, the CUSTOMER should refer to the information provided at the website of the CONTRACTOR [www.trekking-club.com](http://www.trekking-club.com)
- 2.6. Terms, date/time and place of the TOUR bought by a particular CUSTOMER are indicated in the voucher sent to the Customer after receipt of payment for the TOUR. The voucher can also be delivered by the CONTRACTOR's representatives to the CUSTOMER in a form of relevant notice to the contact e-mail and / or by SMS / WhatsApp message to the contact CUSTOMER's number. While the CUSTOMER is obliged to check and acknowledge receipt of the notification.
- 2.7. The conclusion of the present Public offer by the CUSTOMER is carried out by performing the following actions (acceptance of a public offer):
  - 2.7.1. Filling the "Tour request form" at the website [www.trekking-club.com](http://www.trekking-club.com)
  - 2.7.2. Payment for participation in the Tour (by pressing the "PAY" button the CUSTOMER agrees with the terms of this Public Offer) - payment can be made according to Section 4 of this Agreement

### 3. TERMS OF PARTICIPATION IN THE TOUR

- 3.1. To participate in the Tour, the CUSTOMER must complete the "Tour request form" at the website [www.trekking-club.com](http://www.trekking-club.com). For any assistance with filling of the form you may call Trekking Club office at **8 (727) 229-31-04, or contact us with WhatsApp +7 (701) 744-96-36, or by e-mail [info@trekkingclub.kz](mailto:info@trekkingclub.kz)**
- 3.2. The CONTRACTOR confirms receipt of the Application (Tour request form), assigns a reference number, issues an invoice for payment (if the payment was not done by the CUSTOMER on the website of the CONTRACTOR in ways that do not require billing), and sends information on the contact e-mail specified by the CUSTOMER in the Application.
- 3.2. The CONTRACTOR confirms receipt of the Application (Tour request form), assigns a reference number, issues an invoice for payment (if the payment was not done by the CUSTOMER on the website of the CONTRACTOR in ways that do not require billing), and sends information on the contact e-mail specified by the CUSTOMER in the Application.
- 3.3. By accepting the conditions of the Offer, the CUSTOMER agrees in accordance with the current legislation for processing (hereinafter referred to as Processing the AP) by the CONTRACTOR of the information provided to him. Personal data processing is performed by using automation tools or without using such means, including collection, recording, systematization, accumulation, storage, updating (modification), extraction, use, transmission (distribution, provision, access), depersonalization, blocking, deleting, destruction of personal data in order to fulfil the obligations of the CONTRACTOR, accepted under the terms of this Agreement, other obligations stipulated by the Agreement, as well as with performing the Republic of Kazakhstan legislation on combating the legalization of funds obtained by criminal means and other requirements expressly laid down in the legislation of the Republic of Kazakhstan meters. The period of use of the personal data provided by the CUSTOMER is unlimited.
- 3.4. The CUSTOMER also agrees with processing and use of the provided information by CONTRACTOR for the purpose of advertising the services/products of CONTRACTOR as well as sending newsletters. Consent to receive the mailing is considered to be granted indefinitely until the CONTRACTOR receives a written notification to the email address [info@trekkingclub.kz](mailto:info@trekkingclub.kz) about the refusal to receive the newsletters
- 3.5. When the services are paid by a third party, in particular a legal entity, a CUSTOMER should contact the CONTRACTOR directly for the conclusion of the relevant contract or account-contract, in paper form.

#### 4. PAYMENT TERMS

- 4.1. The cost of participation in a specific tour (the cost of a certain tourist product) is calculated by the CONTRACTOR individually for each CUSTOMER, depending on the number and type of tourist services ordered. The CUSTOMER shall be notified after filling in and sending of the Application ("Tour request form"), in accordance with paragraph 3.2. of the Agreement.
- 4.2. The payment is done in a form of 100% advance prepayment (other payment procedure is possible on the basis of a preliminary agreement with the CONTRACTOR). The date of payment is the date of transfer of funds to the account of the CONTRACTOR, or entering into the CONTRACTOR 's cashier (if there is an agent, to the cashier of the CONTRACTOR 's agent), or the date of transferring money to the CONTRACTOR 's courier / guide (if available).
- 4.3. The payment period and term is indicated in each case in the service letter sent by the CONTRACTOR. In case of delay, or receipt of payment after the expiration of the specified period, the service offered to the Customer may be cancelled; it is not guaranteed and may not be provided under specified conditions. In such a case the CONTRACTOR does not undertake to preservation of the same cost of the service, and the CUSTOMER needs to re-fill the "Tour request form" (Application). The term of payment for the service can be changed for reasons beyond the control of the CONTRACTOR without the consent of the CUSTOMER, with the notification of the CUSTOMER by phone or e-mail specified in the Application.
- 4.4. Payment for the services of the CONTRACTOR is carried out in one of the following ways:
  - by depositing cash at the CONTRACTOR cash desk (if there is an agent, at the agent's cash desk), or by sending money with the CONTRACTOR's courier / guide (if the CONTRACTOR has the opportunity);
  - by paying through payment terminals or Internet banking;
  - by payment to the account of the CONTRACTOR.
- 4.5. In case of credit card payment, the CUSTOMER is recommended to use a bank card issued in the name of the CUSTOMER. In the case of a refund, it will be made to the same account from which the payment was received, and on the basis of a personal application of the person whose name the bank card was issued. Payment is not accepted if the CUSTOMER disrupts payment conditions established by this Agreement and the legislation of the Republic of Kazakhstan.
- 4.6. This Agreement is considered concluded and enters into force for the Parties from the date of payment of services by the CUSTOMER, in separate cases - from the date of making a partial advance payment.
- 4.7. The official website of the CONTRACTOR may contain information about the approximate cost of various tours and touristic products (different travel itineraries), this information is of a recommendation nature and is not fixed. The final cost of services for a particular CUSTOMER under the terms of a certain Application (clause 3.1 of the Agreement) is to be calculated by the CONTRACTOR and announced to the CUSTOMER, in accordance with clause 3.2. of the Agreement.
- 4.8. After making payment / prepayment, the CUSTOMER must make sure that he/she receives the tourist voucher on the e-mail specified during the registration of the Application. The CUSTOMER must carefully read information provided in the voucher, and inform all persons participating in the tour about the terms of service and the tour program.
- 4.9. Before the start of the tour, the CUSTOMER must pay the rest of the agreed amount, if it was paid partially in advance. Payment must be done not later than 1 working day before the start of the tour. The CUSTOMER is also obliged to sign the Act of the performed works / services, in accordance with the legislation of the Republic of Kazakhstan.
- 4.10. The CUSTOMER has the right to refuse from the previously paid TOUR and demand the return of the advance payment by sending an official letter to the CONTRACTOR at least 5 days prior to the start of the TOUR, to the official CONTRACTOR's email address [info@trekkingclub.kz](mailto:info@trekkingclub.kz). The CUSTOMER's data, all applicable information from the "Tour request form" and payment reference

number must be mentioned in the letter.

- 4.11. In case of the CUSTOMER's refusal from the TOUR, according to paragraph 4.8 of the Agreement, the CONTRACTOR shall return to the CUSTOMER the cost of the tour, with the exception of actually incurred costs, including penalties imposed by the CONTRACTOR partners. The return of the paid service is carried out in the following order: upon receipt of the notification of the refusal of the TOUR (in accordance with paragraph 4.8 of the Agreement) within the period -
- 30 days before the start of the TOUR - the CONTRACTOR makes a return of 100% of the tour cost, minus the banking services for transferring money / refunding the payment.
  - 20 days prior to the beginning of the TOUR - the CONTRACTOR makes a refund of 85% of the tour cost, minus the banking services for money transfer / refund.
  - 10 days before the start of the TOUR, the CONTRACTOR makes a return of 75% of the tour cost, minus the bank transfer services / refund.
  - 5 days prior to the beginning of the TOUR - the CONTRACTOR makes a return of 50% of the tour cost, minus the bank services for money transfer / refund.
- 4.12. In case of the CUSTOMER's refusal from the TOUR in a period of less than 5 days before the start of the TOUR, the CONTRACTOR does not return the cost of the previously paid TOUR.

## **5. INFORMATION PROVIDED TO THE CUSTOMER**

- 5.1. After registration of the Application and receipt of a payment, the CONTRACTOR sends to the CUSTOMER a tourist voucher which specifies:
- Description of the tourist service, country (place) of temporary stay, points of stay, route and itinerary;
  - Date, time of the beginning and end of the trip;
  - Information about the accommodation facilities and terms of accommodation, meals;
  - Transportation services (type and category of transport at all stages of the trip, including transfer services). Transportation of the Consumer is carried out in accordance with the current legislation of the Republic of Kazakhstan.
  - Guiding services (guide(s), translator(s), instructor(s) and other accompanying staff;
  - List of additional services, if any;
  - Features of the trip (including a brief description of the technical parts of the route);
  - Necessary clothes/equipment requirements, if any;
  - Information on third parties providing separate services included in the tourist product in the amount necessary to fulfil obligations under such a contract;
  - Information about the consular and diplomatic services of the Republic of Kazakhstan, located in the country (place) of temporary residence, other state, as well as tourist offices (location, postal address and contact details).
- 5.2. Safety measures are indicated in the Instruction sheet (Appendix 1 to this offer, following the text of the offer itself)
- 5.3. The travel voucher issued / sent by the CONTRACTOR to the CUSTOMER's e-mail (specified in the Application) is a mandatory annex to this Agreement.

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### 6.1. The CONTRACTOR shall:

- 6.1.1. Provide services under the Agreement properly, qualitatively and on time;
- 6.1.2. Provide the CUSTOMER with necessary and reliable information about the program of travel, the tourist operator which formed the tourist product, the host country, the rules of entering and leaving the country (place) of temporary stay (transit country) and the need to provide a certificate of life and health insurance (in cases stipulated by international treaties, the legislation of the country (place) of temporary stay);
- 6.1.3. Provide a CUSTOMER with an individual or group (with the service of a tourist group) transportation document (ticket) containing the name of the departure and destination points, the basic rights and duties of passengers of any mode of transport;

- 6.1.4. Inform a CUSTOMER about third parties providing individual tourist services included in the tourist product;
- 6.1.5. In the case of the existence of a visa regime, the CONTRACTOR should notify the CUSTOMER about the need to submit visa documents on time. In case of violation by the CUSTOMER of the specified period, the CONTRACTOR shall not be liable for the late receipt of the visa. The CUSTOMER in this case bears all actual expenses;
- 6.1.6. In the event of a change in circumstances stipulated by the Agreement and the necessity to change the terms of the Agreement, immediately notify the CUSTOMER / tourist in writing of such changes and possible consequences;
- 6.1.7. Immediately inform the authorized body in the field of tourist activities and the authorized body in the field of civil protection, as well as the CUSTOMER's family, from the moment they learned or should have learned about the emergency incident with the CUSTOMER during the trip; If an emergency has occurred with foreign tourists on the territory of the Republic of Kazakhstan or by tourists-citizens of the Republic of Kazakhstan outside the Republic of Kazakhstan, the CONTRACTOR shall also inform the diplomatic service bodies.
- 6.1.8. Timely inform about the changes in prices for services included in the tour, providing an appropriate annex to the Agreement.

6.2. The CONTRACTOR shall have the right:

- 6.2.1. In case of obvious discrepancy between the tour conditions and physical/moral state of the CUSTOMER and/or his clients, if it became apparent during the tour, and if in this connection there is a threat to life or health of people, the CONTRACTOR has the right to independently change the tour program.
- 6.2.2. In case of impossibility of organizing the tour sold to the CUSTOMER, the CONTRACTOR shall have the right to grant him the opportunity to purchase another equivalent tour or to cancel the Agreement with reimbursement of actually incurred and documented losses caused by termination of the Agreement, except in cases when it was due to the fault or negligence of the CUSTOMER.

6.3. The CUSTOMER shall:

- 6.3.1. Pay for tourist services timely and in full-agreed amount
- 6.3.2. Preserve the environment, take care of the monuments of nature, history and culture in places of temporary residence
- 6.3.3. For foreign citizens: the CUSTOMER and his clients must have an insurance policy received in the country of residence, for the whole tour period in Kazakhstan
- 6.3.4. Observe the legislation of places of temporary residence, the rules of entry, stay, as well as departure from places of temporary stay and transit.
- 6.3.5. When take a tour, carefully read and inform his clients / attendants about the terms of service and the tour program.
- 6.3.6. Observe the rules of personal safety during the tour, carefully read the attached Instructio Sheet (Appendix 1 to this Offer).
- 6.3.7. Timely provide all determined by the CONTRACTOR documents needed for registration of the tour, as well as reliable personal data.
- 6.3.8. Arrive at the starting point of the tour in time.

- 6.3.9. Bring to the attention of the CONTRACTOR the information enabling the latter to assume an unfavourable outcome of the acquisition of tourist services by the CUSTOMER and his clients, which include, in particular: various diseases and related medical contraindications (changing climatic conditions, different types of movement etc.), past conflicts with state bodies, for example, a ban on going to a certain place, state or group of countries, etc.
- 6.3.10. In case of absence of medical insurance, pay all actual expenses related to the illness of the CUSTOMER, the persons accompanying him or the CUSTOMER's clients; hospitalization, calling to the doctor, calling the ambulance, and also with death, relatives' arrival to the place with the purpose of making the identification of the deceased and the subsequent transportation of the body to homeland.

6.4. When preparing for the tour, at the time of the tour, including transit, the CUSTOMER has the right to:

- 6.4.1. Contact consular, diplomatic, other state and tourist representative offices in the event of encroachment on his personal safety or property.
- 6.4.2. Get all necessary and reliable information on the rules of entry into the country (place) of temporary stay, as well as departure from the country (place) of temporary stay and rules of staying there; peculiarities of the legislation of the country (place) of temporary stay; the customs of the local population; religious rituals; shrines, monuments of nature, history, culture and other objects of tourist interests under special protection; the state of the environment.
- 6.4.3. Freedom of movement, free access to tourist resources, taking into account the restrictive measures taken in the country (place) of temporary stay.
- 6.4.4. Compensation for damages and moral harm in the event of non-fulfilment of the terms of the Contract for tourist services by the CONTRACTOR in the manner established by the legislation of the Republic of Kazakhstan and this Agreement.
- 6.4.5. Amend, supplement and terminate the Agreement on the terms and in the manner provided by the legislation of the Republic of Kazakhstan
- 6.4.6. Refuse to perform the Agreement prior to the start of the tour, provided that the CUSTOMER actually pays for the services rendered prior to notification of the refusal to perform the contract, in accordance with paragraph 4.9 of this Agreement.
- 6.4.7. Get assistance of the public authorities of the Republic of Kazakhstan in obtaining legal and other types of support to foreign tourists.
- 6.4.8. Unhindered access to available means of communication.

**7. LIABILITY OF THE PARTIES  
AND THE PROCEDURE FOR THE RESOLUTION OF THE DISPUTE**

- 7.1. The CONTRACTOR is liable for improper performance of the terms of the Agreement in the event of a discrepancy between the quality and (or) the volume of tourist services, and the terms of the Agreement
- 7.2. The CONTRACTOR shall not be liable:
- 7.2.1. for the violation by the CUSTOMER or his clients of the laws and regulations of the places of temporary stay and the subsequent actions of the authorities
- 7.2.2. for the non-attendance, delay, non-arrival by the CUSTOMER and his clients at the scheduled time

- 7.2.3. The CONTRACTOR shall not be liable for any actions or decisions taken by the CUSTOMER, persons accompanying him or his clients independently during the tour, which entail changes to the program of service, or termination of this tour.
- 7.2.4. The CONTRACTOR shall not be liable to the CUSTOMER, persons accompanying him or his clients for any possible loss of documents, money and other valuables in places of temporary stay during the tour, as well as in case of theft of their money and other material assets.
- 7.2.5. The CONTRACTOR shall not be liable for the inconsistency of the tourist service with the unreasonable expectations of the CUSTOMER and its subjective evaluation.
- 7.2.6. The CONTRACTOR shall not be liable for non-fulfilment of the terms of the Agreement if the CUSTOMER or his clients are denied the opportunity to move on a ticket, in passing posts, in accommodation at a booked hotel for reasons of lack of proper documents, violation of established rules of law, disturbing others, the improper state (alcohol and/or intoxication), or violation of other rules of conduct in public places, rules of travel or transportation of baggage. In such a case, the tour is subject to cancellation with retention of expenses actually incurred by the CONTRACTOR.
- 7.2.7. The CONTRACTOR shall not be liable to the CUSTOMER for the actions of the authorities, forestry, customs, border, diplomatic and other services; for the delay, slippage, cancellation or other changes in bus, taxi and other transport schedule; for the correct filling and registration of travel and other documents drawn without the participation of the CONTRACTOR.
- 7.3. The CONTRACTOR shall not return the funds paid for a Tour if the CUSTOMER, at its discretion or in connection with his interests, and also for the circumstances for which the CONTRACTOR is not reliable, did not use all or part of the services provided by the CONTRACTOR. The CONTRACTOR shall not be liable for rendering tourist services purchased by the Customer not under this Agreement.
- 7.4. In the event that the impossibility of the performance of the Agreement has arisen on circumstances for which neither party is responsible, the CUSTOMER reimburses to the CONTRACTOR the costs actually incurred by him.
- 7.5. If the performance of the Agreement became impossible due to the fault of the CUSTOMER (without prior refusal of the service in accordance with clause 4.9.), the services shall be paid in full, unless otherwise stipulated by legislative acts.
- 7.6. The responsibility for the carriage and security of the goods and luggage unrepresented to the CONTRACTOR is assigned to the CUSTOMER.
- 7.7. The CUSTOMER is responsible for the accuracy and actuality of the personal information provided, for the validity of his documents. In the event that the CUSTOMER concludes this Agreement not only in its own interests or represents the interests of third parties, he is responsible for the correctness of the reported data on tourists, for the validity of their documents, for the fulfilment of all the obligations provided for in this Agreement. If inaccuracy of the information provided or the invalidity of the submitted documents caused the impossibility to organize a tour (in whole or in part), the CUSTOMER shall be refunded after deducting the expenses actually incurred by the CONTRACTOR.
- 7.8. The CONTRACTOR does not examine documents and passports.
- 7.9. Acceptance of this Agreement by the CUSTOMER and filling the Application with information about other persons wishing to receive the services confirms that the CUSTOMER is the authorized representative of all the persons indicated in the Application, including the right to make decisions on any changes and additions to this Agreement solely on their behalf, or he has a contract with his clients either verbally or in writing.

- 7.10 In the event of claims during the tour, the CUSTOMER must immediately contact the CONTRACTOR representative and request the elimination of any deficiencies. The CONTRACTOR accepts claims on the quality of the services rendered within 20 days from the end of the tour. Claims are accepted only from the person who directly signed and signed this agreement, or from a person having a power of attorney executed in accordance with the current legislation.
- 7.11. The CONTRACTOR shall not be liable:
- for damage incurred by the CUSTOMER during the journey due to force majeure;
  - for the accuracy and correctness of passport and other data entered by the CUSTOMER when he register the Application (Tour request form);
  - choice of the identity document;
  - for the presence of a visa, including a transit visa required to visit the country of arrival or the chosen route;
  - for the timeliness of arrival to the place where the tour begins;
  - for the availability of all necessary documents including medical certificates, permits for accompanying children, animal passports, documents for dangerous goods and other documents;
  - for the impossibility to use the service in case the CUSTOMER is located in the list of persons who are restricted by the decision of the court or other authorized bodies;
  - for the validity of identity and other documents and their compliance with transportation rules, transit and destination point rules. Including the duration of the validity of the passport.
  - for the exchange rate and for the tariff levels of service providers (contractors);
  - for the correctness and efficiency of payment systems, banks, payment terminals.
- 7.12. In the event of a discrepancy between the quality and (or) the volume of tourist services to the terms of the Agreement and voucher which appeared upon arrival in another country or along the route, the responsibility for improper performance of the terms of the Agreement is to be taken by the tourist operator who formed the tourist product being sold.
- 7.13. The parties are released from responsibility for non-fulfillment or improper performance of obligations under the Agreement for the period of force majeure. Force majeure means extraordinary and insurmountable circumstances that prevent the parties from fulfilling their obligations under the contract. These include natural phenomena; the impact of a nuclear explosion, radiation (ionizing radiation) or radioactive contamination with nuclear weapons materials, production and research or radioactive waste; wars, military incursions, hostile actions by foreign enemies, military maneuvers and related military activities; civil war, armed insurrection, popular unrest of all kinds, riots, forcible seizure or forcible retention of power; epidemics, meteorological conditions, terrorist actions, strikes, seizures, confiscations, nationalization, etc. In this case, well-known events do not need any confirmation.
- 7.14. If it is not possible to resolve the disputes that have arisen during the negotiations, such disputes must be referred to the court of the Republic of Kazakhstan, Almaty city, with obligatory observance of the claim procedure. The period for responding to a claim is 10 (ten) calendar days from the date of receipt. Disputes arising from the Contract are subject to resolution in accordance with the current legislation of the Republic of Kazakhstan.

## **8. FINAL PROVISIONS**

- 8.1. The following documents are attached to this Agreement:
- 1) a copy of the license for tourist activities - is available on the website [www.trekking-club.com](http://www.trekking-club.com);
  - 2) Instruction sheet – after the text of this Offer;
  - 3) Voucher – to be sent to the CUSTOMER after payment of the tour by contact e-mail, specified by the CUSTOMER in the Application (“Tour request form”);
  - 4) Receipt for payment or an Act of Performed Works - is issued when the CUSTOMER arrives at the place where the tour starts.



- 8.2. The Contract is valid from the day of signing and until the fulfillment of the obligations under the Agreement by both Parties.
- 8.3. This Public Offer, as well as images and texts published on the site [www.trekking-club.com](http://www.trekking-club.com), are protected by copyright. Any use of materials is possible only with the written permission of Trekking Club.
- 8.4. This version of the Agreement is current and replaces all previous ones.
- 8.5. The CONTRACTOR shall have the right to unilaterally change the version of the Public Offer placed on the site [www.trekking-club.com](http://www.trekking-club.com). The relationship between the CONTRACTOR and the CUSTOMER arising through the acceptance of the new version will be subject to the terms of the updated version of the Offer. The agreement, previously concluded / accepted by the CUSTOMER, remains in the old version, except for the case of separate signing of additional agreements to the Public Offer.
- 8.6. Trekking Club is not responsible for the possible risks and conditions of safe use, as well as for network attacks or hacking of the Site (including but not limited to), failures in the work of the Site caused by technical reasons
- 8.9. Trekking club is not responsible for the possible risks and conditions of safe use, as well as for network attacks or hacking of the Site (including but not limited to), failures in the work of the Site caused by technical reasons.

In case of questions the CUSTOMER may contact us by phone: +7 (727) 229-31-04 or by e-mail [info@trekkingclub.kz](mailto:info@trekkingclub.kz)

## 9. ADDRESSES AND REQUISITES OF THE PARTIES

| <b>CONTRACTOR</b>   | <b>CUSTOMER</b>   |
|---|---|
| <p><b>Trekking club LLP</b></p> <p>217, Svezhest Horticultural Society<br/>           Bostandyk District, 050044<br/>           Almaty city, The Republic of Kazakhstan<br/>           TIN 600700556812<br/>           BIN 050440000181<br/>           Acct. (KZT) No.KZ14722S000000027720<br/>           Acct. (USD) No.KZ84722S000000027721<br/>           In JSC Kaspı Bank<br/>           BIC CASPKZKA<br/>           Tel. +7 727 229 31 04<br/>           e-mail: <a href="mailto:info@trekkingclub.kz">info@trekkingclub.kz</a><br/>           Director Raspopov A.V.</p> | <p>Data on a particular CUSTOMER, who has accepted and concluded this Public Offer for tourist services, are indicated in the Application</p> |

### **Instruction sheet**

#### **1. Possible risks during a tour:**

- sunburn
- hypothermia
- bites of wild animals, insects, snakes
- mountain rivers
- steep scree and snowy mountain slopes
- misuse of fire

#### **2. Safety measures:**

- have personal equipment and clothing appropriate to the tour
- use sunscreen and glasses on the snow and in the mist
- do not pass through shrubs and thickets of tall grass without the need
- do not swim in mountain rivers and lakes, especially at night
- do not glide or slide by the glaciers, snowy or scree slopes
- do not catch, pick up, allow contact with any rodents, snakes and insects
- use and apply all technical safety equipment recommended by the guide
- inform the group leader/guide about any symptom of disease
- do not take any independent actions that entail changes in the schedule and route of the program
- do not kindle fires with flammable liquid and in a place not intended for it

#### **3. Clothing and equipment requirements:**

- clothes should be comfortable and optimally matched for the chosen tour/route and season, have several layers that protect from wind, rain and cold. The kit must include: headdress, sunscreen and glasses, gloves, a bag or a backpack.
- special equipment (if needed in the particular tour) should comply with the recommendations of guide.

#### **4. Nature travelling rules, including in the territory of national parks; treatment of the environment**

Being in nature, one should always take care of the environment, traditions and customs of the local population, and respect the access restrictions and rules established by environmental protection organizations.

When visiting the territory of national parks, tourists must comply with the rules arising from the requirements of fire safety and the need to ensure the preservation of the natural resources of the park. In particular, tourists should not:

- to make a fire in places not specifically built for this purpose
- scare animals, make noise, sing, scream, turn on loud music, etc.
- spoil surrounding natural objects with inscriptions
- leave garbage in the places of stay. In the absence of special tanks, all the garbage take with you
- cut down trees and shrubs
- wash vehicles, wash clothes and bathe pets in the rivers, lakes and other water basins
- destroy and spoil the monuments of nature, history, culture and archaeology
- collect and dig out wild-growing trees, shrubs, grassy plants and natural materials which can be used in medicine outside the authorized collection sites
- leave the roads/trails and drive outside public roads