

## **Kazakhstan-Reisen tour operator company.**

### **Terms and Conditions of hotel reservation services on [http://www.northkazakhstan.com/hotel\\_reservation](http://www.northkazakhstan.com/hotel_reservation)**

#### **GENERAL PROVISIONS**

[http://www.northkazakhstan.com/hotel\\_reservation](http://www.northkazakhstan.com/hotel_reservation) - online hotel and other tourism services reservation system over Central Asia and Russia. The owner of the website portal is Kazakhstan-Reisen tour operator company.

Kazakhstan-Reisen tour operator company, further referred to as Service Provider, provides hotel reservation services to Client only after the Client has read through and agreed to the terms of the present Agreement.

The reservation is performed based on the contracts concluded between Kazakhstan-Reisen tour operator company with hotels. Hotel reservation with the hotels of Kazakhstan is performed in accordance with the terms and regulations applied by the respective hotel.

#### **SERVICE ORDER**

The order of the services is performed based on the Hotel Reservation Form carefully filled by the client and submitted to the Service Provider over the web-site

[http://www.northkazakhstan.com/hotel\\_reservation](http://www.northkazakhstan.com/hotel_reservation) , e-mail, or any other means of communication verified by Kazakhstan-Reisen tour operator company.

The pre-confirmation of the reservation is performed by the Kazakhstan-Reisen tour operator company Reservation office employee within 24 hours after the submission of the application. All applications submitted on weekends or on official holidays are processed on the first working day following the days off.

In exceptional cases (high season, overloading) Kazakhstan-Reisen tour operator company reserves the right to replace the hotel reserved earlier with a hotel of the same or a higher class without changes in the price of stay. At that, the Kazakhstan-Reisen tour operator company Reservation office employee informs the client immediately about such replacements.

#### **COSTS AND PRICING**

The cost of the ordered services is fixed according to the prices specified on the portal <http://www.northkazakhstan.com> at the moment of submission of the application.

All prices for accommodation in Kazakhstan are indicated in US Dollars or Tenge (the Kazakh national currency) and are effective for individual tourists.

Group discounts are provided upon the Client's request.

The costs for breakfast and taxes are included (if other is not specified).

The hotel reservation is performed based on both the guaranteed basis (the pre-payment for the first day of the stay), and the non-guaranteed basis (the full cost of the service is paid upon the

client's arrival at the hotel).

*Please note!*

When the hotel reservation is performed using the non-guaranteed basis the Service Provider can guarantee the availability of rooms only on the day of the confirmation of the service order. When the guaranteed order is submitted to the hotel by a different guest, the hotel reserves the right to sell the room to that guest, whereas the earlier submitted non-guaranteed reservation may be cancelled without the notification submission to the Service Provider.

The Client has to timely confirm the execution of the payment to the Kazakhstan-Reisen tour operator company Reservation office employee. In case the confirmation is delayed, Kazakhstan-Reisen tour operator company reserves the right to cancel the reservation.

## **LIABLE FORMS AND TERMS OF PAYMENT**

The payment is to be performed no later than 72 hours prior to the accommodation time.

The payment is performed:

- outside of the Republic of Kazakhstan in US Dollars, in Euros, or in Russian Rubles.
- within the Republic of Kazakhstan in Tenge at the rate of the Central Bank of the Republic of Kazakhstan effective on the date of payment.

## **BANK TRANSFER PAYMENTS**

The Client is requested to transfer the amount of the purchase order to the settlement account of our company based on the invoice. After the successful transfer you are requested to provide the following data to the Kazakhstan-Reisen tour operator company Reservation Office: date, amount and the transfer ID number, the name of sender or company title, reservation number (provided by the reservation unit).

*Please note!*

All bank fees are to be paid for by the Client.

## **CASH PAYMENTS AT THE HOTEL**

If non-guaranteed reservation is performed, the payment may be performed in cash on the day of arrival at the hotel.

*Please note!*

When the hotel reservation is performed using the non-guaranteed basis the Service Provider can guarantee the availability of rooms only on the day of the confirmation of the service order. When the guaranteed order is submitted to the hotel by a different guest, the hotel reserves the right to sell the room to that guest, whereas the earlier submitted non-guaranteed reservation may be cancelled without the notification submission to the Service Provider.

## **CREDIT CARD PAYMENTS TERMS**

- 1. All credit cards must have verifiable US, Canadian or EU(European Union) billing address.**
- 2. If you are making an online purchase for another individual or entity please contact us at [info@northkazakhstan.com](mailto:info@northkazakhstan.com) with your requirements.**
- 3. If there is any issue with the credit card, we will notify you within 24 hours, submitting the credit card does not automatically guarantee ticketing.**

4. Kazakhstan-Reisen tour operator company **bears no responsibility in the event your credit card is not charged by Kazakhstan-Reisen tour operator company. There can be a number of reasons for which credit card may not have been charged by Kazakhstan-Reisen tour operator company, such as: Hotel did not confirm the booking, fare increased since payment information was submitted, insufficient funds available in the credit card, etc.**
5. Kazakhstan-Reisen tour operator company **uses stringent safety measures for credit card payment processing. Fraudulent transactions if any, are reported to airport and hotel security, airlines, migration service and other federal and state organizations.**
6. **You agree to be liable for any and all credit card payments disputes or other problems such as fraud made to us or the supplier on behalf of you or any individual you are representing. You agree to reimburse Kazakhstan-Reisen tour operator company in cases of fraud or charge backs.**
7. **All credit card transactions over the phone to our Customer Service Department are recorded and are available as evidence in case of any dispute or for legal form of evidence.**
8. **Online credit card transactions are authorized at the time a user or anyone acting on their behalf accepts these terms and conditions and provides an electronic signature.**

#### **CREDIT CARD AUTHORIZATION FORMS**

At times for HIGH RISK transactions such as International reservations and bookings, we may need a Credit Card Authorization form to be filled out by the card holder; we do NOT guarantee that the fares may be valid until we receive the credit card authorization form filled out. All issued tickets are NON REFUNDABLE.

#### **CREDIT CARD DECLINES**

At the time of processing your transaction if your credit card declines, we will make all efforts to notify you by way of an email message within 3 business days. The transaction will not be processed if your credit card has declined. The FARE and any other booking details are NOT GUA

#### **TERMINATION**

We reserve the right, in our sole discretion, and without liability, to terminate your access to all or part of the Site, with or without notice, for any reason or no reason.

#### **SAFETY AND CONFIDENTIALITY**

All personal data provided by the Client is used solely for the service provision by the Provider.

The service Provider commits not to publish, sell, or transmit the data received from the Client to the third parties that are not part of the reservation process.

This is, however, not applicable for the service providers (hotels) that must receive the data to process the order.

#### **HUMAN ERROR OR CUSTOMER SERVICE AGENT'S ERROR**

If any of our agents makes a mistake or any human error is made in the booking process we shall make reasonable attempts to rectify these errors at the time of occurrence. Kazakhstan-Reisen tour operator company stands committed to providing compensation up to a maximum of the entire service fees that Kazakhstan-Reisen tour operator company has collected for that booking in addition to a \$ 10 free coupon as redemption towards purchases from Kazakhstan-Reisen tour operator company in the future. You must notify us of errors within 24 hours of receiving your itinerary. Beyond this 24 hour period, Kazakhstan-Reisen tour operator company will not be responsible for these errors.

#### **AUTHORITY TO SEND COMMUNICATION**

By approving this transaction you are authorizing Kazakhstan-Reisen tour operator company to send you communication in the form of email, postal mail, instant messaging, phone call and any other form of electronic or paper communication. These communications will be primarily for customer service and may include special offers from time to time.

#### **COPYRIGHT AND TRADEMARK NOTICES**

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#### **DISPUTE RESOLUTION**

Any dispute relating in any way to your visit to this Site shall be submitted to confidential arbitration in the Republic of Kazakhstan, City of Petropavlovsk. Before resorting to this alternative, we strongly encourage you to first contact us directly to seek a resolution by emailing us at [alex@northkazakhstan.com](mailto:alex@northkazakhstan.com)

Arbitration under this agreement shall be conducted under the rules then prevailing of the Kazakhstan Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

To the extent you have in any manner violated or threatened to violate the Site's intellectual property rights, Kazakhstan-Reisen tour operator company may seek injunctive or other appropriate relief in any state or federal court in the Republic of Kazakhstan, City of Petropavlovsk, and you consent to exclusive jurisdiction and venue in such courts.

#### **CANCELLATION POLICY**

Upon the timely request of the Client for the cancellation of the pre-paid order the service Provider reimburses the full amount of the payment except for the costs of the bank transfer fees. In case of late cancellation of the booking (less than 4 days before arrival date), or when the

hotel states the fact that you hadn't shown up at the hotel (NO SHOW) the Client will be liable for charge equal to one night stay at the hotel requested.

## **DISCLAIMER**

The reservation system Kazakhstan-Reisen tour operator company is designed for the private use. Use of any material published at the web-portal is prohibited without the written permission issued by the service Provider.

The Provider neither takes any responsibility nor guarantees that any information from the hotel database is up-to-date or accurate. The service Provider does not take any responsibility for the goods or services provided by the hotels integrated into the reservation system.

The service Provider does not take responsibility for any inaccurate data entered by the Client when filling out the hotel booking form. The Client has to precisely enter the e-mail address as all further information is communicated to the Client by the e-mail.

The person submitting the Reservation form to the Service Provider, represents all tourists named under this Reservation form, and bears responsibility to Kazakhstan-Reisen tour operator company for the accuracy of the data provided in the Reservation form, and for the fulfillment by all guests of all the engagements including the engagements on the payment of services and fees due in case of the cancellation of the pre-ordered services.

The Parties are exempted from the liability for their engagements in case of the contingencies (force-majeur) such as earthquake, flood, fire, typhoon, hurricane, drifting, hostilities, government regulations, mass diseases, strikes, changes in visa regulations, limitations of transfers, prohibitions of trade operations with some countries as a result of international approvals and other circumstances, independent of the Parties' will. In case of such contingencies each of the Parties has to inform the other Party in shortest possible time.

## **CLAIMS**

If any claims occur on the client's part during the service provision, the Client should refer to Kazakhstan-Reisen tour operator company in a written form 3 days before the service order execution is complete.

## **OTHER TERMS**

The service Provider reserves the right to change, add or expel any terms or conditions that stipulate for the provision of services on this web-portal.