

General Conditions for the Provision of Services at the Shymbulak Resort Hotel. Tariffs, Payment Terms, and Refunds for Early Check-Out or Booking Cancellations (Offer)

Advance payment and responsibility for compliance with these rules are a prerequisite for the accommodation in the Shymbulak Resort Hotel rooms. Booking room(s) at the Shymbulak Resort Hotel shall be deemed as a confirmation of acceptance of these rules without exceptions and reservations.

1. General Provisions

1.1. These rules establish the conditions for guests' accommodation in the rooms of the Shymbulak Resort Hotel. If a separate agreement is made to provide for the accommodation of a group of guests, these rules apply to the extent they do not contradict to such an agreement.

1.2. These rules apply to all guests of the Shymbulak Resort Hotel, regardless of citizenship and length of stay, and in terms of payment and liability for the actions (inaction) of the guests - to other persons who have booked rooms, regardless of the organizational form and form of ownership.

2. Booking rooms at the Shymbulak Resort Hotel.

2.1. Reservation of rooms at the Shymbulak Resort Hotel is subject to payment in an amount equal to at least 100% (one hundred percent) of the room rate for the initial night of stay, except for the reservations via Booking.com. Upon check-in, the reservation fee shall be set off against the cost of living during the initial night of stay.

2.2. Payment for the reservation shall be made as follows:

2.2.1. by card on the website https://shymbulakhotel.kz/?page_id=317&lang=en

2.2.2. By transferring money to the account of Shymbulak Resort Hotel through the Kaspi.kz application, indicating the booking number;

2.2.3. By bank transfer based on the invoice issued by Shymbulak Resort Hotel for payment;

2.2.4. In cash at the Shymbulak Resort Hotel cashier's desk or using a terminal at the reception.

2.3. Cancellation of the booking, regardless of the number of days prior to check-in, is subject to a penalty equal to the cost of one (1) night's stay.

2.4. Subject to Clause 2.3. hereof, a refund in the event of booking cancellation shall be carried out on the basis of:

2.4.1. a cancellation letter received by the administration of the Shymbulak Resort Hotel through the https://shymbulakhotel.kz/?page_id=317&lang=en website (section "Methods of payment and refund" at the bottom of the site) with an indication of bank details for the return of money; as well as

2.4.2. a photo of a document confirming payment of the reservation fee; as well as

2.4.3. a photo of an identity document (for individuals).

Refund shall be made within 5 (five) working days in a non-cash form to the guest's bank account specified in the cancellation letter.

3. Payment for accommodation at the Shymbulak Resort Hotel.

3.1. Payment for accommodation at the Shymbulak Resort Hotel is charged in full no later than the guest's check-in time. The Shymbulak Resort Hotel shall not be responsible for and shall be released from responsibility to reimburse any losses in the event it refuses to check guest(s) into the room(s) due to non-receipt of payment for the room(s).

3.2. Standard Accommodation rates at Shymbulak Resort Hotel starting from November 1, 2024:

Room Category	Base Tariff* (tenge per night)
Standard	45 000
Standard +	55 000
Junior Suite	60 000
Junior Suite +	75 000
Family Junior Suite	90 000
Family Standard +	95 000
Lux +	130 000
Superluxe	220 000
Hostel Bed	15 000

* Standard Accommodation rates do not apply on National Holidays and similar periods when a Special tariff is in effect, which Shymbulak Resort Hotel announces through its accounts on the social network Instagram.

** In the Junior Suite, Junior Suite+, Family Junior Suite, Suite+, and Super Suite categories, one extra bed for a child up to 14 years old is allowed for an additional fee of 10,000 KZT per day (breakfast not included)

3.3. At the sole discretion of the administration of Shymbulak Resort Hotel, the prices mentioned in clause 3.2 may be subject to change. However, the revised prices do not apply to rooms booked in accordance with these rules before the price change.

3.4. Check-in and check-out time:

- Check-in at 14.00;
- Check-out at 12.00.

3.5. Early check-in and late check-out shall be allowed upon advance booking and shall be charged at a rate of at least 50% (fifty percent) of the room rate. Early check-in shall be made between 6:00 to 14:00. Late check-out shall be made between 12:00 to 18:00. At the sole discretion of the Shymbulak Resort Hotel, early check-in and/or late check-out may be carried out without prior booking.

3.6. Early check-out shall be allowed, provided that the guest actually stayed in the Shymbulak Resort Hotel at least one night and submitted a written notice of the early check-out to the Shymbulak Resort Hotel at least 24 (twenty-four) hours before such early check-out. If the check-out is carried out from 12:00 to 18:00, Clause 3.5 hereof shall be applied when calculating the price for the room.

3.7. Subject to Clause 3.6. hereof in the event of early check-out, the cost of accommodation services unperformed by the Shymbulak Resort Hotel shall be refunded on the basis of:

3.7.1. a letter of cancellation of the reservation through the <https://shymbulakhotel.kz/> website (section «Methods of payment and refund» at the bottom of the site); as well as

3.7.2. a photo of the document confirming payment for the room; as well as

3.7.3. a photo of an identity card (for individuals).

Refund shall be made within 5 (five) working days by a wire transfer to the guest's bank account specified in the letter of early check-out.

4. Conditions of accommodation at the Shymbulak Resort Hotel

4.1. Check-in at the Shymbulak Resort Hotel room shall be subject to the presentation of identity documents: passports, identity cards, birth certificates. The administration has the right to require foreign citizens to present a visa and a migration card, when the availability of these documents is provided for by the legislation of the Republic of Kazakhstan.

4.2. The administration shall be entitled to use the personal data of the Shymbulak Resort Hotel guests in the events specified in the legislation of the Republic of Kazakhstan. For these purposes, the administration of the Shymbulak Resort Hotel shall have the right to store copies of the identity documents, provided that they are not disclosed to the third parties, except representatives of state bodies acting within their legal powers.

4.3. Room cleaning shall be carried out at the request of the guest no more frequently than once every three days.

4.4. Payment for the restaurant services shall be made at the restaurant's cash desk.

4.5. Guests should handle the property and the equipment of the Shymbulak Resort Hotel with due care; comply with the sanitary standards and public order.

4.6. For the sake of personal safety and property safety, the Shymbulak Resort Hotel guests should:

- Turn off electrical appliances (except refrigerators), close the taps of plumbing fixtures, windows, and the door to the room before leaving the room;

- Comply with fire safety regulations.

4.7. In order to ensure the order and safety of guests in the Shymbulak Resort Hotel, it is FORBIDDEN to:

- violate the regime of silence from 23:00 to 08:00;
- create inconvenience and disturb the peace of other persons living in the Shymbulak Resort Hotel;
- leave minors in the pool area and sauna unattended;
- pour water on to the stones of the steam room oven in the sauna;
- consume food and drinks in the sauna steam room;
- invite third parties to the rooms of the Shymbulak Resort Hotel without notifying the administration of the Shymbulak Resort Hotel, leave them in the rooms in their absence;
- transfer the key to the room to unauthorized persons;
- store equipment (skis, snowboards), flammable, explosive, toxic, narcotic materials and substances in the room;
- smoke in rooms, halls and corridors of the Shymbulak Resort Hotel;
- use heating devices, except for those provided by the administration of the Shymbulak Resort Hotel;
- keep animals and birds in the Shymbulak Resort Hotel.

4.8. At the check-out the guest shall return the keys to the room, pay for additional services, and compensate for the damage caused to the property of the Shymbulak Resort Hotel (if any).

4.9. The administration of the Shymbulak Resort Hotel shall have the right to conduct video surveillance in the corridors and halls of the Shymbulak Resort Hotel, store such video recordings, and use them to ensure order and/or presentation to representatives of state bodies acting within their legal powers.

4.10. Storage of skis, snowboards, and boots for them in the rooms of Shymbulak Resort Hotel is prohibited. The storage of this property shall be carried out jointly with other guests of Shymbulak Resort Hotel in the premises on the ground floor (lobby area). Ski and snowboard boots are to be stored in a room equipped with dryers. The administration provides access to these premises exclusively to the guests of Shymbulak Resort Hotel but does not assume responsibility for loss or damage to the stored property due to the actions of other guests of Shymbulak Resort Hotel.

5. Responsibility

5.1. Responsibility for the compliance with these rules shall be vested with each guest of the Shymbulak Resort Hotel, as well as other persons invited by the guests of the Shymbulak Resort Hotel. Compensation for damage to the property of the Shymbulak Resort Hotel shall be made by:

5.1.1. a guest of the Shymbulak Resort Hotel who directly caused such damage;

5.1.2. a guest of the Shymbulak Resort Hotel for the damage caused by a person staying at the Shymbulak Resort Hotel at the invitation of the guest of the Shymbulak Resort Hotel;

5.1.3. the person who made the reservation and / or payment for the room, in the event it is impossible to recover damages from the guest of the Shymbulak Resort Hotel.

5.2. The administration of the Shymbulak Resort Hotel shall have the right to collect from the guests of Shymbulak Resort Hotel the following fines for violation of these rules:

5.2.1. for the loss of the room key - 2,000 (two thousand) tenge;

5.2.2. for violation of fire safety and public order standards - 50,000 (fifty thousand) tenge;

5.2.3. for other violations of these rules - 10,000 (ten thousand) tenge;

5.3. The Shymbulak Resort Hotel shall not be responsible for the service of city communications (light, water, heat, etc.) and shall not compensate for the damage caused by unsatisfactory service thereof.

5.4. The Shymbulak Resort Hotel shall have the right to refuse to provide services to the guest of the Shymbulak Resort Hotel in case of repeated or gross violation of these rules by such guest and demand eviction from the room. At the same time, the administration of the Shymbulak Resort Hotel shall have the right to withhold from the amount of the room fee the cost of the actually provided services, as well as the applicable fines provided for by these rules.

5.5. The Shymbulak Resort Hotel shall be released from liability for partial or complete failure to fulfill obligations if it was the result of force majeure, namely: fire, strike, acts of authorities, including in the event of temporary suspension of the Shymbulak Resort Hotel by the sanitary-epidemiological, fire and other services authorized for such actions, floods, earthquakes, wars and hostilities, as well as other obligations that the Shymbulak Resort Hotel could not foresee or prevent by reasonable forces, and which are beyond the control of the Shymbulak Resort Hotel, if these circumstances directly affected the performance of the Shymbulak Resort Hotel of its obligations.

5.6. Irrespective of any provision hereof, the non-arrival of the guest at the Shymbulak Resort Hotel due to the closure of the ski season and / or the cableway shutdown shall not release the guest of the Shymbulak Resort Hotel from the obligation to pay for the room in the manner prescribed by these rules.

5.7. Other legal relationships not regulated herein shall be regulated by the legislation of the Republic of Kazakhstan.