



PUBLIC OFFER AGREEMENT
ON THE PROVISION OF SERVICES of the Saturday school "SHOQAN Damytu Mektebi"

Almaty

2024

This document is an official public offer of the Limited Liability Partnership "Shokan Walikhanov Private School", hereinafter referred to as the "Educational Organization" or "School", represented by the Director of School-1 Niyazov D.T., acting on the basis of Power of Attorney No. 1 dated January 03, 2024, and contains all the essential terms and conditions for the provision of paid services (hereinafter referred to as the Services), in relation to legally capable individuals who are parents/legal representatives of a minor participant in the educational process in A.maty (RK), in whose interests the Agreement is concluded. In accordance with Articles 395, 396 of the Civil Code of the Republic of Kazakhstan (CC RK), in the event of acceptance of the terms and conditions set out below and payment for services, a legal entity or an individual accepting this offer becomes the CUSTOMER, and the CONTRACTOR and the CUSTOMER jointly become the PARTIES to the Offer agreement.

I. SUBJECT OF THE AGREEMENT

1.1. The School, within the framework of "SHOQAN Damytu Mektebi" based at School-1, provides the Listener with services on additional educational programs in the following areas: "Logic", "Understanding the World", "Smart Games" aimed at developing the child's cognitive abilities, his successful social adaptation to the conditions of school life, as well as for the development of personal creative abilities in the child, on a paid basis (hereinafter - "SHOQAN Damytu Mektebi") in the manner determined by this Agreement, and the Parent (Legal Representative) pays the full cost of these services in the manner provided for in this Agreement.

1.2. The term for the provision of services is established by the School.

1.3. Time of classes - every Saturday according to the schedule established by the School.

II. OBLIGATIONS OF THE PARTIES

2.1 The School undertakes to:

2.1.1. organize and ensure the conduct of classes according to the programs specified in paragraph 1.1. of this Agreement.

2.1.2. Ensure the protection of the health and safety of the Student during his (her) stay at the School and comply with the sanitary and hygienic requirements imposed on additional educational programs and the educational process in accordance with the regulatory acts of the Republic of Kazakhstan.

2.1.3. In the event of a threat to the life and health of the Student, immediately notify the Parent (Legal Representative) of the fact of such a threat.

2.2. The School has the right to:

2.2.1. Require the Parent (Legal Representative), the Student to conscientiously and properly fulfill their duties in accordance with this Agreement, a correct and respectful attitude towards teachers, employees and other Students of the School.

2.2.2. Independently determine the methodology for teaching the programs specified in paragraph 1.1. of this Agreement.

2.3 The Parent (Legal Representative) undertakes to:

2.3.1. Ensure the full and timely attendance of the Student at the School in neat appearance and clean clothes for the classes of "SHOQAN Damytu Mektebi".

2.3.2. Pay for attending "SHOQAN Damytu Mektebi" in accordance with Section 3 of this Agreement. After making the payment, provide the School with a supporting document (receipt, payment orders, etc.) within 1 (one) calendar day from the date of payment.

2.3.3. Promptly notify the School of the reasons for the absence of the Student from classes, and in the case of an infectious disease, do not bring the Student to classes, and notify the School of this in advance.

2.3.4. Respect the rights, honor and dignity of the teachers, administrative, managerial and technical staff of the School; maintain the business reputation of the School, their authority and cultivate a respectful attitude towards them in the child, do not disseminate information that discredits the image of the School.

2.4. Responsibility, in the event that the Student is found to have significant medical contraindications or chronic diseases that were hidden by the Parent when concluding this Agreement and that may negatively affect the health of the Student during classes, shall be borne by the Parent.

III. AMOUNTS AND TERMS OF PAYMENT

3.1. The cost of the Services is determined in accordance with the price approved for the training programs provided by the Contractor. If the Students do not attend the "SHOQAN Damytu Mektebi" for any reason, the amount paid in accordance with this clause of the Agreement is not subject to recalculation and/or refund by the School.

3.2. The Student will be admitted to the classes of "SHOQAN Damytu Mektebi" after the Parent (Legal Representative) has paid the full cost specified in clause 3.1. of this Agreement (in the amount of 100% prepayment), by transferring money to the bank account of the School specified in section 8 of this Agreement.

IV. LIABILITY OF THE PARTIES

4.1. The Parties shall be liable to each other for failure to fulfill or improper fulfillment of the obligations assumed under this Agreement in accordance with the current legislation of the Republic of Kazakhstan.

4.3. The Parent (Legal Representative) shall bear financial liability in the event of material damage to the property of the School by the Students.

4.4. The Parent (Legal Representative) shall not have the right under this Agreement to replace one Student with another.

V. TERM OF THE AGREEMENT

5.1. This Agreement shall enter into force from the moment of its Acceptance and shall be valid for the duration of the training, in accordance with the terms of the classes provided by the Code.

VI. FORCE MAJEURE

6.1. The Parties shall be released from liability for partial or complete failure to fulfill obligations under this Agreement if such failure or improper fulfillment was a consequence of extraordinary circumstances that the Parties could not foresee or prevent.

VII. OTHER CONDITIONS

7.1. All disputes between the Parties under this Agreement shall be resolved in the manner established by the legislation of the Republic of Kazakhstan.

7.2. This Agreement may be terminated by agreement of the Parties, or in cases expressly provided for by this Agreement or the legislation of the Republic of Kazakhstan.

7.3. In the event of termination of the Agreement due to force majeure, the pre-paid fee for club classes is non-refundable.

7.4. The Customer hereby confirms that he has read the terms of the Agreement (the terms of the offer), all the terms of the Agreement (offer) are clear, he agrees with them, fully and unconditionally accepts them.