



## ACCOMMODATION SALES AGREEMENT

### 1. PARTIES

**1.1.** This agreement is entered into between Neptün Turizm Ticaret A.Ş. located at Sığacık Mah. Akkum Cad. No. 177 Seferihisar/Izmir (to be hereinafter referred to as “HOTEL”) and a declarant individual who has provided and verified his/her personal data on telephone (to be hereinafter referred to as “CLIENT”) under the terms and conditions set forth below.

**1.2.** HOTEL and CLIENT shall be hereinafter referred to each as a “Party” and together as the “Parties”.

### 2. SUBJECT, SERVICE AND TERM

**2.1.** This Distant Sales Agreement (to be hereinafter referred to as the “Agreement”) has been prepared in accordance with the Law on Consumer Protection No. 6502 and the Regulation of Distant Sales Contracts. The Parties of this Agreement hereby acknowledge and represent that they are informed about and understand their respective obligations and liabilities resulting from the Law on Consumer Protection No. 6502 and the Regulation of Distant Sales Contracts.

**2.2.** The subject of this Agreement is CLIENT’s purchase of the accommodation service which HOTEL is liable to provide, at the specified dates, and involves the stipulation of the general provisions about the services and mutual rights and obligations of the Parties in this regard.

**2.3.** In accordance with the provisions of this Agreement, HOTEL and CLIENT agree and undertake that they shall mutually provide the services explained below (to be hereinafter referred to each as a “Service” and together as “Services”).

**2.4.** CLIENT agrees and represents that he/she has been informed about and shall abide by the accommodation rules, booking rules and tariffs determined by HOTEL.

**2.5.** This Agreement shall be effective on the date of purchase of the SERVICE and automatically terminate as of the expiration of the SERVICE term without any need for notification. In the case of disputes, this agreement shall remain effective until the ultimate resolution of such dispute.

### 3. ABOUT HOTEL

**3.1.** The facilities, situated on a peninsula as large as 12 football fields, operate as a hotel.

### 4. PAYMENT, MODE OF PAYMENT AND INVOICING

**4.1.** The total fee of the SERVICE to be provided to CLIENT by HOTEL under this Agreement shall be inclusive of VAT.

**4.2.** Upon the execution of this Agreement, for payment transactions, a payment link secured by a 3D security certificate will be sent to the e-mail address or mobile phone of CLIENT whose booking has been approved. The payment transaction shall be done through the electronic collection method which is an online payment system with 3D security between CLIENT and his/her bank. HOTEL shall in no way request the credit card information of CLIENT.



**4.3.** During check-in, CLIENT shall demonstrate the original credit card with which he/she effected payment or a copy of its front side. This is for the security of CLIENT, and HOTEL shall have no responsibility in problems resulting from the contrary.

**4.4.** Following payment, the booking information shall be sent to an e-mail address to be notified by CLIENT.

**4.5.** CLIENT shall be handed an invoice for the SERVICE at check-out. If CLIENT does not receive the invoice, he/she may contact HOTEL to have the invoice sent to an address he/she specifies. HOTEL shall not be responsible for CLIENT's failure to receive the invoice due to situations such as wrong address, CLIENT's absence at the specified address or lack of notification of an addressee.

## **5. MODE OF ACCOMODATION**

**5.1.** Each individual accommodating at HOTEL shall demonstrate his/her identification data. The information about the SERVICE purchased by CLIENT shall be verified with his/her identification during check-in. CLIENT agrees, represents and undertakes in advance to pay any extra fees that may accrue due to misinformation by CLIENT.

**5.2.** HOTEL admission time is 2 pm. CLIENT agrees, represents and undertakes in advance that CLIENT shall receive his/her room as of 2 pm even if he/she arrives at HOTEL earlier. CLIENT agrees, represents and undertakes in advance that receipt of room before 2 pm shall be subject to availability and, if available, an additional charge for an overnight stay per room.

**5.3.** Upon expiration of the SERVICE term, CLIENT shall deliver his/her room by noon at the latest. CLIENT agrees, represents and undertakes in advance that deliveries past noon shall be subject to a charge for an overnight stay per room which shall be collected at check-out.

**5.4.** If CLIENT wishes to extend the SERVICE term, CLIENT shall inform HOTEL on such wish at least 1 day before the Agreement termination date, and CLIENT agrees, represents and undertakes in advance that where such SERVICE is obtainable, CLIENT shall make the necessary payment on current prices.

**5.5.** CLIENT agrees, represents and undertakes that his/her accommodation at HOTEL with pet(s) during the term of SERVICE shall be subject to an additional charge to be determined according to the number of overnight stays and pets which shall be collected at check-in. CLIENT shall be responsible for any damages that pets may cause, and pets shall not be allowed in common areas such as restaurants and pools.

**5.6.** CLIENT agrees, represents and undertakes in advance to pay the price of any additional service to be provided after he/she has delivered his/her room.

## **6. BOOKING CHANGES, CANCELLATION, REFUND AND OTHER ACCOMODATION TERMS**

**6.1.** CLIENT may notify HOTEL orally or in writing with regard to any SERVICE changes. Such changes may be implemented as a result of the discussions to be held upon the transmission of the reservation number allotted by HOTEL to CLIENT during booking and the personal data to HOTEL via HOTEL's website [www.mayabistrohotelbeach.com](http://www.mayabistrohotelbeach.com) or on telephone.



**6.2.** CLIENT shall notify HOTEL about his/her request for any changes in booking at least 15 (fifteen) days before the SERVICE start date. HOTEL reserves the right to accept or reject any change requests to be notified by CLIENT after such period.

**6.3.** CLIENT agrees, represents and undertakes in advance to fully pay any price differences resulting from the changes to be affected upon CLIENT's request. Where the price difference amount is not paid within 48 (forty-eight) hours following the completion of the change proceedings, such change request causing the price difference shall be deemed invalid.

**6.4.** CLIENT agrees and undertakes to pay a processing fee of TRY 100.00 in cases where CLIENT requests a change within 15 days before the reservation date for reasons excluding those documented through an official report issued by a general state hospital on death or any disorders of CLIENT or his/her immediate family that constitute an obstacle against 10 days of customary occupation with respect to CLIENT's booking. The parties accept the provisions of the TURSAB legislation and International NO-SHOW rules in this regard.

**6.5.** In cancellation and refund requests made within 15 days or longer until the SERVICE start date, the refunds shall be made by setting off all transaction commission and fee deductions paid to the bank by unblocking the amount held by the bank as SERVICE fee on the credit card owned by CLIENT.

**6.6.** In cancellation and refund requests made within less than 15 days and more than 7 days (including day 7) until the SERVICE start date, the amount remaining after offsetting 50% of the overnight SERVICE fee and all transaction commission and fee deductions paid to the bank shall be refunded.

**6.7.** In cancellation and refund requests made within less than 7 days and more than 3 days until the SERVICE start date, the amount remaining after offsetting 75% of the overnight SERVICE fee and all transaction commission and fee deductions paid to the bank shall be refunded.

**6.8.** In cancellation and refund requests made within 3 (three) days or less until the SERVICE start date, no refunds shall be made to client. CLIENT agrees and undertakes that no refunds shall be made in case he/she cancels the agreement within this period.

**6.9.** CLIENT agrees and undertakes that no refunds shall be made in case CLIENT leaves HOTEL after the start of SERVICE without citing any valid reasons excluding the provisions of the Law on Consumer Protection.

**6.10.** CLIENT may deduct the SERVICE fee paid to HOTEL from the total price of the SERVICE to be purchased at another date that he/she will specify provided that HOTEL has been notified of this situation at least 72 hours in advance of the altered accommodation date. Any requests of change or cancellation from this date onwards shall be subject to the provisions of paragraphs 5, 6, 7 and 8 of Article (6) of this Agreement.

**6.11.** In case CLIENT notifies to HOTEL any cancellation or refund requests other than documented force majeure events (death, accident, etc.) within the periods set forth above, the respective refunds for cash sales shall be made by setting off advance sales transaction commissions within 30 (thirty) business days following the notification of the request, whereas the respective refunds for sales on credit shall be made by unblocking the amount held by the bank as SERVICE fee on the credit card owned by CLIENT according to the established installment amount and date from which all transaction commission and fee deductions paid to the bank will be set off. With regard to performing cancellation and refund requests, the provisions of paragraphs 5, 6, 7 and 8 of Article (6) of this Agreement are reserved.



**6.12.** Any cancellations or changes due to the Covid-19 pandemic declared by the World Health Organization shall be subject to the rules determined by the Ministry. CLIENT agrees to comply with these rules unconditionally.

**6.13.** HOTEL is entitled to change opening and closing dates in relation to any unforeseeable circumstances that may occur due to the Covid-19 pandemic declared by the World Health Organization provided that a respective notification is served to clients 21 days in advance of the day on which the service shall start. Client agrees, represents and undertakes that Client shall not claim any compensation or penal clause due to such change. Client shall be refunded for such change within 30 business days as from the notification thereof.

**6.14.** Guests diagnosed with Covid-19 for any reason during the accommodation period and/or individuals of the same family or staying in the same room shall accommodate in isolation rooms designated by HOTEL, and shall not leave or receive guests in these rooms. Failure to comply with this rule as well as other rules set by administrative authorities will lead the CLIENT who fails to comply with the precautionary rules, to undertake any damages incurred by other CLIENTS and employees in HOTEL arising from the illness, and this situation shall also be notified to judicial authorities.

**6.15.** Those individuals of the same family or staying in the same room with guests diagnosed with Covid-19 shall also stay in isolation rooms as well as parents/guardians, if any, who shall be responsible for not leaving the isolation rooms.

**6.16.** Guests diagnosed with Covid-19 and/or individuals of the same family or staying in the same room shall be provided food and beverages and room cleaning service pursuant to the agreement terms throughout the period indicated in the accommodation agreement without leaving the isolation rooms.

**6.17.** Guests taken into isolation rooms due to Covid-19 diagnosis may have their accommodation agreement terms prolonged, and shall be subject to additional charges due to the isolation rooms to be provided in addition to the accommodation agreement.

**6.18.** Guests agree to pay the accommodation, food and beverage costs and all other expenses to be incurred during the quarantine period.

**6.19.** Our HOTEL holds a "Safe Tourism Certificate" and guests agree to comply with the rules, measures and the Covid-19 Protocol established by HOTEL with respect to the Covid-19 disease.

**6.20.** The provisions of the "Supplementary Guarantee Package on Booking Cancellations and Changes" which is an annex to this Agreement, are reserved in case such package has been purchased by Client.

## **7. DISPUTE RESOLUTION**

**7.1.** Upon termination of this Agreement for any reason, reserving all rights and liabilities accrued until termination or any rights and liabilities explicitly or implicitly indicated to become effective or remain in effect after termination, all rights and liabilities of the Parties arising from this Agreement shall automatically end.

**7.2.** Waiver of any rights granted to the PARTIES under this Agreement shall be effective only when it is executed in writing. The failure of either PARTY to request the other party to fulfill its liabilities stipulated under this Agreement shall not mean a complete waiver of the right to request the fulfillment of such liabilities, neither shall it prevent such party from requesting the fulfillment of such liabilities later or result in the invalidity of the



agreement in any way. Pursuant to this Agreement, where either PARTY fails to perform its obligations and the other party waives or omits to execute its right for that time only, this shall not be interpreted as tolerating breach of the agreement or removal of such liability.

**7.3.** HOTEL agrees, represents and undertakes in advance that it shall provide a secure environment to CLIENT throughout the SERVICE term. Notwithstanding the foregoing, CLIENT may refer to Consumer Arbitration Boards and/or Consumer Courts in legal disputes that may arise between CLIENT and HOTEL. It will be deemed as a token of good will for CLIENT to notify HOTEL in writing on such requests before such referral. CLIENT is obliged to notify the representative of HOTEL in writing on CLIENT's any dissatisfaction about the quality of the SERVICE that HOTEL provides.

## **8. MISCELLANEOUS PROVISIONS**

**8.1.** With regard to any requests or complaints during or after the accommodation period, Client shall firstly refer to the HOTEL management and fill in the respective forms. Where Client completes such forms, HOTEL shall evaluate the matter within a reasonable time period. Client reserves the right to appeal to consumer courts and provincial or district consumer arbitration boards pursuant to the provisions of the Law on Consumer Protection where any requests or complaints with respect to the service HOTEL is liable to perform remain unresolved within a reasonable period as a result of such evaluation.

**8.2.** Unforeseeable conditions such as adverse weather conditions, strikes and lock-out, terrorism, military actions, floods, fires, etc. shall be deemed as force majeure events the occurrence of which may cause HOTEL to cease performing the SERVICE or have CLIENT accommodated in another facility of the same level at the same or other area.

**8.3.** HOTEL reserves the right to organize special events for private and public holidays such as religious holidays and New Year, and to change the content thereof.

**8.4.** By signing this Agreement, Client agrees, represents and undertakes that Client has reviewed the information and images available on the website and promotional brochures of HOTEL and has received preliminary information in this regard.

**8.5.** Client agrees, represents and undertakes that Client shall be responsible for any damages that may occur in cases where Client insults HOTEL personnel, damages hotel fixtures or disturbs other clients during Client's stay at HOTEL. HOTEL reserves the right to claim and sue in this regard.

**8.6.** Client agrees, represents and undertakes that Client shall be responsible for any damages that may occur due to Client's negative comments on social media about HOTEL after departure of Client from HOTEL which do not reflect the truth and are not based on any documents. HOTEL reserves the right to claim and sue in this regard.

**8.7.** Should any provision of this agreement become invalid, illegal or unenforceable for any reason, it shall be construed and performed in the closest possible way that it would have been performed if no such invalidity, illegality or unenforceability had occurred. The existence of such a provision that has been deemed invalid, illegal or unenforceable shall not affect the validity, legality or enforceability of the remaining provisions.

**8.8.** CLIENT agrees, represents and undertakes in advance that he/she shall pay any damages that HOTEL may incur upon CLIENT's breach of any article of this Agreement.



**8.9.** CLIENT agrees, represents and undertakes in advance that in any dispute that may arise from performing this Agreement, records, microfilms, microfiche and computer records, facsimile records and writings and printouts of HOTEL shall constitute valid, binding, final and exclusive evidences under the relevant provisions of the Code of Civil Procedure and that this article is a written evidential contract.

**8.10.** This Agreement constitutes the entirety of the agreement made about the Services and supersedes all other oral or written agreements and understandings between the Parties. Confidentiality Agreement, Supplementary Guarantee Package on Booking Cancellations and Changes are integral parts of this Agreement.

**9. CONSENT TO COLLECTION AND PROCESSING OF PERSONAL DATA**

**9.1.** CLIENT agrees that personal data shall be collected, processed and protected under the purposes and conditions set forth in the KVKK (Law on the Protection of Personal Data) Information Notice to be found on the HOTEL's website.

**9.2.** In addition to the Information Notice to be found on the website, CLIENT may also introduce herein any matters he/she may request pursuant to KVKK.