

## **BOOKING CONDITIONS**

**The following Booking Conditions together with the General Information contained on our website form the basis of your relationship with YESIL DALYAN TRAVEL & SHIPPING AGENCY Please read them carefully as they set out our respective rights and obligations.**

**These Booking Conditions apply to all bookings that you make with us as set out in more detail herein.**

Please note:

We act as agent only in respect of all bookings we take or make on your behalf. We accept no liability in relation to any contract you enter into or for any accommodation and/or transfers ("arrangements") that you book or for the acts or omissions of any accommodation and/or transfer providers ("principal(s)") or other person(s) or party(ies) connected with the arrangements. For all bookings your contract will be with the principal of the arrangements concerned. The principals' booking conditions will apply to your contract. Copies of these terms and conditions are available from us on request.

We do not sell or offer for sale any "packages" or act as an "organiser" within the meaning of the Package Travel, Package Holidays and Package Tours Regulations 1992 and these Regulations do not apply to any booking you may make.

References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date). "We" "us" and "our" mean YESIL DALYAN TRAVEL & SHIPPING AGENCY

All communications relating to your booking must be sent to us by email by the party leader quoting the booking reference.

### **1. Your Contract**

To confirm a booking, the party leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your arrangements on behalf of the principal concerned by issuing a retail sales invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. As we act only as agent we will have no responsibility for any errors in any documentation except where those errors were made by us. Subject to this, we regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits.

A binding contract between you and the principal concerned comes into existence when we send your retail sales invoice on the principals's(s') behalf to the party leader and the terms and conditions of the principal, in addition to these conditions, will be applicable to the contract.

### **2. Payments**

If you make a booking full payment is required at the time of booking. If we do not receive all payments due in full and on time, we are entitled to assume (on behalf of the principal(s) concerned) that you wish to cancel your booking. In this case, we will retain your deposit in order to cover our fee and the cancellation charge of the principal. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled (on behalf of the principal(s) concerned). Payment for incidental extras (e.g. mini bars, telephone charges, etc.) must be made directly to the principal before you check out.

As we act only as agent for the principal(s) concerned, we reserve the right to pass on to you in full all additional costs and charges of whatever nature imposed by the principal(s) in accordance with its own terms and conditions.

\*\*\* If you choose not to pay by credit card, you will find our iban number below. The payment must be done in 48 hours after reservation, and then confirmation will be made. If you require a mail order form you can request this by calling us on + 90 252 612 40 15 \*\*\*

## **YAPI KREDİ BANK**

### **YÜKSEL TURİZM SEY.SAN.TİC.LTD.ŞTİ**

IBAN TL : TR14 0006 7010 0000 0064 8414 36  
IBAN GBP : TR15 0006 7010 0000 0064 9714 95  
IBAN EURO : TR53 0006 7010 0000 0064 9714 90  
IBAN USD : TR80 0006 7010 0000 0064 9714 89

### **3. Special Requests**

If you have any special requests at the time of booking. We will pass on all such requests to the principal(s) of the arrangements you have booked, but unfortunately we cannot guarantee that they will be met. Confirmation that a special request has been noted or passed on to the principal(s) or the inclusion of the special request on your retail sales invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Further, if the principal(s) is unable to meet any such requests, neither we, nor they, will have any liability to you in this respect.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. \* Please note, all special requests may only be available at an extra charge unless otherwise expressly stated in the description of the accommodation/arrangement in question.

If you or any member of your party has any medical problem or disability which may affect your booking, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give full details in writing at the time of booking. If we or the principal reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right on behalf of the principal(s) concerned to decline their reservation or, if full details are not given at the time of booking, cancel on behalf of the principal(s) concerned when we become aware of these details.

### **4. If you wish to make changes to your booking**

Should you wish to make an amendment to your booking after it has been confirmed you must advise us as soon as possible. Whilst we will try to assist you we regret amendment requests cannot always be met. Where an amendment can be made, the amendment fee shown below per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of the principals of your arrangements.

Change requested 5 days or more before departure:

Change of name £5 per person.

Any other change to booking full cost per booking per change.

Change requested 2 days or less before departure:

Cancellation charges as below may apply.

If you change the number of people booked, the total price of your booking will be re-calculated for the new party size. If for example the party is reduced in number, this may mean that any transfer you have booked is under-occupied and

each of the remainder of the party may have to pay more. If you wish to make any change to the booking while on holiday all requests are subject to availability and any extra cost must be paid immediately.

## **5. If you cancel your Booking**

If you wish to cancel a confirmed booking, you must advise us as soon as possible. You will have to pay a cancellation charge which will vary depending on the type of booking you make. If a Cancellation Policy is displayed in red during the booking process this will override our standard cancellation charges below. If we do not display a Cancellation Policy during the booking process, our standard cancellation charges will apply. The cancellation charge is made up of our fee and the principal's cancellation charge. Please note that the charge will increase the closer you get to the departure date, so if you have to cancel, contact us as early as possible:

### Standard Cancellation Charges

If cancellation is made more than 5 days before departure  
- 15% of the total cost of your booking

if cancellation is made between 3 and 4 days inclusive before departure  
- 25% of the total cost of your booking

If cancellation is made 2 days or less before departure  
- 100% of the total cost of your booking

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

## **6. Changes to and cancellation of your booking by the principal.**

If there is a change to or cancellation of your booking we will pass on the new details to you together with any compensation that the principal may offer. As agent only for the principal we cannot accept any liability for any changes or cancellations made to your booking.

## **7. Circumstances beyond our control**

Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations to you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the principal of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **8. Our responsibility to you**

We act only as an agent for the principal(s) concerned. Your contract for your arrangements is directly with the principal(s) concerned. We accept no liability in relation to the arrangements themselves or for the acts or omissions of the principal(s) concerned. For all bookings, the terms and conditions of the principal will apply to your contract (copies available on request from us).

However, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you if we are found to have been at fault in relation to any service we provide as agent for the principal(s) concerned

(as opposed to any service provided by the principal(s) for whom we are not responsible) is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

## **9. Complaints Procedure**

In the unlikely event that you have any reason to complain or experience any problems with your arrangements whilst away, you must immediately inform our representative (if any) and the principal of the arrangement(s) in question. Any verbal notification must be put in writing and given to our representative (if any) and the principal (s) as soon as possible. Until we know about a problem or complaint, we cannot begin to assist you to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 14 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us.

NB please bear in mind that we act only as agent for the principal(s) concerned and therefore cannot accept any liability for your arrangements. Any assistance provided in resolving a complaint in relation to any arrangements is provided on a goodwill basis and in our capacity as agent only.

## **10. Behaviour**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the principal(s) concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. Principals reserve the right at any time to terminate your stay/transfer or that of any member of your party due to your misconduct, where justified in their reasonable opinion. No refunds will be given. Furthermore, neither the principals nor we shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay/transfer being terminated.

## **11. Website and Pricing details**

Please note, the information and prices shown on this website may have changed by the time you come to book your arrangements. Whilst every effort is made to ensure the accuracy of the website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

We cannot accept responsibility for any changes or closures to area amenities or attractions. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services, except in the case of our negligence.

## **12. Safety Standards**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of your country. As a general rule, these requirements and standards will not be the same as your country and may sometimes be lower.

## **13. Insurance**

We consider adequate travel insurance to be essential. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

## **14. Conditions of Principals.**

The services which make up your arrangements are provided by independent principals. Those principals provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the

principal's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the principal concerned

#### **15. Other websites**

This website may contain links to other websites. Except where they belong to us, such other websites are not under our control or maintained by us. We are not responsible for the content of such websites. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, by way of example, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or which you may otherwise come across after leaving our site by way of a hypertext link or any other means or for any services or facilities of any description which you may book through or via any such website.

#### **16. Errors and Omissions**

We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that operates our website there may be times when obvious errors occur. For example, very occasionally this may result in a price, product or other service detail description being incorrectly displayed on the website. In such cases we reserve the right to cancel the booking or offer a reasonable alternative.

#### **17. Law and Jurisdiction**

Your contract with the services provided by Yesil Dalyan Travel & Shipping agency on the hotels behalf in accordance with these booking conditions will be governed and construed in accordance with Turkish Law and the Courts of Turkey will have exclusive jurisdiction to determine any disputes which may arise out of, under or in connection with this agreement.

#### **18. Validity of Agreement**

If any of provision of these booking conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these booking conditions, which shall remain in full force and effect. Failure by the Yesil Dalyan or you in exercising any right or remedy under these booking conditions does not constitute a waiver of that right or remedy.