



CLUB RESORT ATLANTIS  
SİĞACIK

## **SUPPLEMENTARY GUARANTEE PACKAGE ON EARLY BOOKING CANCELLATIONS AND CHANGES**

### **1. PARTIES**

- 1.1** This agreement is entered into between Neptün Turizm Ticaret A.Ş. located at Sığacık Mah. Akkum Cad. No. 175 Seferihisar/Izmir (to be hereinafter referred to as “HOLIDAY RESORT”) 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** Holiday Resort and client shall be hereinafter referred to each as a “Party” and together as the “Parties”.

### **2. SUBJECT AND TERM**

- 2.1** This 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 the stipulation of the general provisions regarding the rights on cancellation and change provided in addition to the respective provisions of the accommodation sales agreement concluded between HOLIDAY RESORT and CLIENT and the obligations of the parties in this regard.
- 2.3** In accordance with the provisions of this agreement, holiday resort 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 holiday resort.
- 2.5** This agreement shall be effective on the date of purchase of the service and shall remain in force until 72 hours before the start of the service term. It shall automatically terminate as of the expiration of such term without any need for notification. In case of disputes, this agreement shall remain effective until the ultimate resolution of such dispute.

### **3. BOOKING CHANGE, CANCELLATION AND REFUND TERMS**

- 3.1** The client who purchases this guarantee package, which is an annex to the Accommodation Sales Agreement concluded between client and holiday resort, has the right to notify holiday resort of cancellation, refund and change requests up to 72 hours before the service start date without any justification.



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- 3.2** Client may notify holiday resort orally or in writing with regard to any service cancellation or changes. Such changes may be implemented as a result of the discussions to be held upon the transmission of the reservation number allotted by holiday resort to client during booking and the personal data to holiday resort via holiday resort's website [www.clubresortatlantis.com](http://www.clubresortatlantis.com) or on telephone.
- 3.3** Upon client's submission of the cancellation and refund request in accordance with this agreement, after deducting only the guarantee package fee 20,00 (twenty euros) all transaction, commission fee deductions paid to the bank, the remaining part of the price paid by client shall be refunded by holiday resort within 30 (thirty) business days under the same conditions as the payment method.
- 3.4** Client is obliged to notify holiday resort of his/her request to make changes to his/her reservation up to 72 hours before the service start date. Client accepts, represents and undertakes in advance to fully pay the price differences arising from the changes made in accordance with his/her request. If the price difference amount is not paid within 48 (forty-eight) hours after the change is made, the change request that constitutes the price difference shall be deemed invalid. In terms of the fees to be taken as the basis regarding these requests, the prices valid on the date client notifies holiday resort of his/her request shall be applied.

#### **4. DISPUTE RESOLUTION**

- 4.1** 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 other rights and liabilities of the parties arising from this agreement shall automatically end.
- 4.2** 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.
- 4.3** Client may refer to Consumer Arbitration Boards and/or Consumer Courts in legal disputes that may arise between parties. Submitting their requests to the holiday resort in writing before applying to these authorities is considered a sign of good faith.



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## **5. NOTIFICATIONS**

**5.1** All notifications regarding this agreement shall be made to the addresses specified herein. Unless a change of address is notified to the other party in writing within one week, any notifications made to the addresses stated in this agreement shall be deemed valid.

## **6. MISCELLANEOUS PROVISIONS**

**6.1** 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.

**6.2** 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 holiday resort shall constitute valid, binding, final and exclusive evidence under the relevant provisions of the Code of Civil Procedure and that this article is a written evidential contract.

**6.3.** This agreement constitutes an annex to and an integral part of the Accommodation Sales Agreement.