

## **ACCOMMODATION AGREEMENT**

In the following articles in this contract;

**GUEST:** Legal Bodies

**HOTEL:** Çayır Çimen Vacation Homes

Address - Soguksu Mah. Durak Sok. No:27/9

Kırkpınar/Sapanca/Sakarya/TURKEY

**PARTIES:** Tourism Enterprises, Ministry, Customers

And it will be referred to as the REGULATION on the relations of these parties with each other and with their customers.

These parties; Considering that this contract is an official offer, it contains all the conditions for the provision of a paid accommodation service, all the conditions stated below are binding on the parties, these conditions are in writing on the hotel's internet address ([www.cayircimenevleri.com](http://www.cayircimenevleri.com)) and cannot be changed by the customer. They have concluded the contract in accordance with the articles written below.

### **1. SUBJECT OF THE CONTRACT**

**1.1.** In the framework of this agreement, the Hotel is obliged to provide the accommodation service at the Hotel upon the request of the Guest (hereinafter referred to as the Service).

**1.2.** With the establishment of this agreement (the Guest accepts that he has signed this agreement by making a reservation for the hotel and/or the services offered by the hotel), the Guest confirms that he has been informed about the accommodation rules, reservation rules and price list at the hotel.

**1.3.** When the Hotel confirms the Guest's request, the Parties have concluded this contract.

### **2. RESERVATION**

**2.1.** Reservations can be made by calling the numbers written on the website of the Hotel, [www.cayircimenevleri.com](http://www.cayircimenevleri.com). It can be done by filling out the form and sending to the website or by applying to customer representatives online via Whatsapp system.

**2.2.** In the situation that the guest wishes to terminate his reservation or make any changes, he can apply to the Hotel through the numbers written on the website [www.cayircimenevleri.com](http://www.cayircimenevleri.com), provided that he complies with the terms set forth in this agreement and fulfills the conditions.

**2.3.** If the Guest's wants to change or terminate the reservation;

At the latest,

20 June – 6 September – 7 days before entry for cancellation or change.

7 September – 19 June – 3 days before entry for cancellation or change.

The Guest or the Guest's representative, who is mentioned in Article 2.2, must notify the Hotel from the contact numbers on the [www.cayircimenevleri](http://www.cayircimenevleri.com) website.

**2.4.** If there is less time between the reservation date and your accommodation date than the above-mentioned times: You have to reach to us for cancel or change, 20 hours before the check in.

Via numbers from the website: [www.cayircimenevleri.com](http://www.cayircimenevleri.com)

Otherwise, in case of changes and cancellations made after the above-mentioned periods, the hotel will be entitled to compensation in accordance with Article 28 of the Regulation, depending on the current situation.

**2.5.** The guest can make changes to the reservation for a maximum of 1 time without paying any fee. If the guest wants to make more changes; The Hotel may hold the Guest liable to pay a fee according to the reservation and termination schedule.

**2.6.** With this contract, the Guest declares and undertakes that if he/she makes/desires to make any changes in the reservation during the special discount period (early reservation period etc.). The Guest has accepted that special discounts will not be valid during registration.

**2.7.** The Hotel will respond to the change request made by the Guest according to the availability of the hotel.

**2.8.** Free accommodation and discount for children will be applied if they stay in the same villa with their parents. According to this agreement, the age of the child/children notified by the Guest will be taken into account during the registration process at the Hotel. In order to determine the age of the child/children, the hotel staff may request that the identity of the child/children be presented at the entrance to the hotel. In this case, the Guest is under the obligation to present the identity of the child/children. If the age of the child ID records at the reservation stage shown is different, necessary changes will be made in the reservation. In addition, the Guest accepts, declares and undertakes to cover the fee difference arising from these changes.

### **3. PAYMENT METHOD**

**3.1.** If the guest wishes to pay with a credit card through the Online Reservation form, they will enter their credit card information in the mail order form. The guest will make the prepayment process by making a transfer/EFT transaction to the bank account information that will be notified to the party via the hotel's e-mail or contact number. The remaining amount will be collected at the time of the Guest's check-in.

**3.2.** The Hotel requests prepayment from the Guest in accordance with Article 9/4 of the Regulation for the acceptance of the reservation request.

**3.3.** The hotel provides the guest's credit card information and other information requested during the reservation; it accepts, declares and undertakes that it is under the protection of a special security system that prevents the information from being seen or copied under any circumstances and in accordance with the KVKK No. 6698.

**3.4.** At the same time, the Hotel cannot be held responsible for the damages that occur due to harmful programs and similar programs and systems arising from the electronic devices owned by the Guest, as well as the information, documents and secrets learned by third parties due to the carelessness of the Guest.

**3.5.** The guest will present the credit card used for prepayment or a copy of the front of this credit card to the reservation officer upon check-in at the hotel. Responsibility for the damages that may occur due to the Guest's failure to fulfill this responsibility belongs to the Guest.

**3.6.** The invoice will be given to the Guest upon check-out from the hotel. The responsibility of receiving the invoice is on the Guest, and the Hotel cannot be held responsible for not receiving it.

## 4. REFUND

**4.1.** The hotel offers two types of reservation services:

Standard Rate (Refundable) Reservation and Non Refundable Reservation

**4.2.** Non Refundable: The entire reservation amount is charged and no cancellation/refund/change can be made. The guest accepts, declares and undertakes that he/she knows that the accommodation service fee charged by the hotel will not be refunded. This is irrevocable.

**4.3.** For Standard Rate (Refundable) Reservations, there are two separate reservation periods: 20 June - 06 September and 07 September - 19 June Period.

**4.4.** Reservation cancellation and change for the period of 20 June – 06 September is 7 (seven) days. If cancellation or change is requested under these conditions, the entire prepayment amount will be refunded less the commission paid to the banks by the hotel within 15 (fifteen) business days following this request.

**4.5.** Reservation cancellation and change for the period of 07 September – 19 June is 3 (three) days. If cancellation or change is requested under these conditions, the entire prepayment amount will be refunded less the commission paid to the banks by the hotel within 15 (fifteen) business days following this request.

**4.6.** 20 June – 6 September – You have to reach to us for cancel or change, 7 days before the check in. 7 September – 19 June – You have to reach to us for cancel or change, 3 days before the check in. If there is less time between the reservation date and your accommodation date than the above-mentioned times: In context of right of withdrawal and instant cancellation requests, you have to reach to us for cancel or change, in 4 hours after the reservation date. If cancellation or change is requested under these conditions, the entire prepayment amount will be refunded less the commission paid to the banks by the hotel within 15 (fifteen) business days following this request.

**4.7.** Reservation made in between 20 June-6 September, the cancel and change request 7 days or longer after the accommodation start date there will be not refunded. Reservation made in between 7 September-19 June, the cancel and change request 3 days or longer after the accommodation start date there will be not refunded. In these conditions, the guest irrevocably accepts, declares and undertakes that he/she has paid the prepayment amount to the Hotel as a penal clause. In accordance with this contract, if value added tax is required to be paid for penal clauses and compensations to be paid by the Guest, Guest is obliged to do so.

**4.8.** 20 June – 6 September – You have to reach to us for cancel or change, 7 days before the check in. 7 September – 19 June – You have to reach to us for cancel or change, 3 days before the check in. If there is less time between the reservation date and your accommodation date than the above-mentioned times: In context of right of withdrawal and instant cancellation requests, if can't reach to us for cancel or change, in 4 hours after the reservation date, there will be no refund. In these conditions, the guest irrevocably accepts, declares and undertakes that he/she has paid the prepayment amount to the Hotel as a penal clause. In accordance with this contract, if value added tax is required to be paid for penal clauses and compensations to be paid by the Guest, Guest is obliged to do so.

**4.9.** For cancellation requests on or after the check-in day, the entire prepayment amount is burned. According to Article 28 of the Regulation, the hotel will be entitled to compensation for changes and cancellations made after the above-mentioned periods and after checking in to the hotel for accommodation, in cases not caused by the Hotel's own fault and in cases where there is no force majeure for the Guest.

**4.10.** Refunds of payments made by credit card for reservations will be refunded by the Hotel to the bank account of the paying Guest and/or to the bank account to which the payment was sent.

**4.11.** In all refund transactions, commission, tax etc. by the Hotel, will be refunded to the Guest, and deducted from the expenses.

## **5. ACCOMMODATION**

**5.1.** At check-in, the age and identity of the Guest and accompanying persons will be controlled. The guest accepts, declares and undertakes in advance the legal responsibilities that may arise due to the guest's giving wrong information. The expenses that may arise due to these situations will not be covered by the Guest.

**5.2.** Regardless of the time of arrival at the hotel, the guest will settle in the room / villa at the earliest at 15:00 and will check out at 11:00 at the latest, regardless of the time of departure from the hotel. Also agrees to pay for the additional service to be provided.

**5.3.** The guest will pay the extra expenses made by during the stay, at the check-out.

**5.4.** During online reservation, 50% of the reservation price will be taken as a prepayment. The remaining amount will be collected at the time of the Guest's check-in.

**5.5.** In the event that the Guest gives up the service for a reason other than the Hotel's failure to fulfill its responsibilities, the payment made by the Guest will not be refunded in context to Article 29 of the Regulation.

## **6. LIABILITY OF THE PARTIES**

**6.1.** The Hotel is obliged to cover the damages by providing additional services and/or alternative services to the Guest in all cases, except for force majeure situations, after the Guest has settled in the room/villa reserved. In cases that may arise in accordance with this contract, the Hotel will cover the damage by returning the service or paying for the service or by providing additional service and/or alternative service to the Guest. If the Additional service or accommodation service is accepted by the Guest, it means that the Guest may can't request a refund of the reservation fee as compensation and waive any other compensation rights and litigation claims.

**6.2.** The Hotel accepts, declares and undertakes from the very beginning to perform the services to be provided to the Guest in a perfect, complete and timely manner. In the event that poor quality service is provided to the Guest, the Guest shall notify the Hotel representative in writing and clearly of the existence of the defect and the complaint regarding the service. Otherwise, the service provided by the Hotel will be deemed to have been provided perfectly and on time.

**6.3.** In cases where the Hotel cannot partially or fully fulfill its obligations to provide service in accordance with this contract, or in cases of defective performance, the Guest's optional rights arising from the law, such as resumption of the service, free repair of the damage if there is damage as a result of the service, reduction in the price at the rate of defect, or withdrawal from the contract are reserved.

**6.4.** In cases where the Hotel cannot partially or fully fulfill its obligations to provide services, or in cases of defective performance, the rules written in the relevant laws and regulations will be applied during the recovery of the damage suffered by the Guest.

**6.5.** Although the Hotel has the right to take the initiative in case of a reservation conflict problem, it is under the obligation to promptly notify the Guest of the occurrence of the problem, and to issue a refund without any deduction due to the cancellation of the reservation.

**6.6.** If the guest violates any article of this contract, he accepts, declares and undertakes to cover all kinds of damages incurred by the hotel as a result of the violation.

**6.7.** Any material damage determined by the Guest to be caused within the hotel and its annexes will be paid by the Guest at the time of departure from the hotel.

**6.8.** The hotel may change the terms and conditions of the accommodation according to the seasonal conditions and the tourism season.

## **7. OTHER PROVISIONS**

**7.1.** Unpredictable weather conditions, strike-lockout, terrorist attack, military action, flood, fire, epidemic, etc. will be considered as force majeure, and in the event of such situations, the hotel may not continue to serve, or the accommodation in this hotel may not continue in the same or another region and can replace it with another hotel accommodation of the same quality and level.

**7.2.** Hotel, Holiday or New Year etc. reserves the right to change the programs of other special days due to reasons not related to the hotel.

**7.3.** The Hotel reserves the right to indemnify the material and moral amounts caused by the damages, destructions and/or lost parts in the room and general areas by the Guest.

**7.4.** Pets are not allowed in the hotel.

**7.5.** Underage guests are not allowed to enter the pool without their parents. The responsibility of underage guests belongs to their parents. The hotel is not responsible for this situation.

**7.6.** Although there are bicycles allocated for the use of the Guests in the Hotel, the choice of whether to use the bicycles belongs to the Guest. Our company is not responsible for any accidents that may happen to the Guest while using the bicycles.

**7.7.** The hotel does not accept the customer's money and valuables to keep them. For this reason, the Hotel management cannot be held responsible for the loss of money and valuables, accidents and injuries that may occur.

**7.8.** In accordance with this contract, the Guest accepts, declares and undertakes that the courts of the region where the hotel is located are authorized to resolve any disputes that may arise.

**7.9.** This contract will come into effect with the Reservation number to be given to him/her by the Hotel after the Guest has made the reservation and made the prepayment. It will end when the Guest leaves the Hotel after his stay is over.