

# Terms and Conditions

## Tuan Adventures Booking Conditions

All bookings with Tuan Adventures are subject to our Booking Conditions. They are available in full here for your information and should be read before making an online booking.

Website Conditions There are a number of conditions about how you use our website. These conditions are published here for your information.

## Booking Conditions

### Your contract

Your contract is with Tuan Adventures, a member of TURSAB with membership number 9885 The following Terms shall have the meanings set out below when used in these Booking Conditions:

'We',

'Our',

'Us',

'Turkey Insiders'

'Tuan Adventures'

means Tuan Adventures Tur. San. Tic. Ltd. Şti.

'Holiday' means the Holiday booked by you or any person on your behalf.

'Force

Majeure'

means any circumstances which are unusual and/or unforeseeable which are beyond the control not have been avoided even if all due care had been exercised, including (but not limited to) wa

unrest; government action; industrial dispute; natural or other disaster; nuclear incident; terror flood; drought; re-scheduling or cancellation of flights or alteration of the airline or aircraft ty transportation and all similar events outside our control.

'Major

Change'

includes the following when made before departure:

- a. A change of resort area for the whole or a major part of your holiday,
- b. A change of accommodation to that of a lower official classification for the whole or a majo
- c. A change of UK departure airport (excluding change of London Airports),
- d. A change of outward departure time or overall length of your holiday of twelve or more hou

'Package' means a package as defined in the Package Travel, Package Holidays and Package Tours Reg

These conditions apply to all Holidays and govern your relationship with Turkey Insiders. Please read them carefully before making a booking.

## 1. Your Holiday Contract

When a booking is made, the 'lead name' on the booking guarantees that he or she has the authority to accept and does accept on behalf of the party the terms of these booking conditions. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name. This contract is governed by

Turkish Law, and the jurisdiction of the Turkish Courts.

It is important to check the details on your invoice when you get it, or if booking late at the time of booking, that all the details are exactly as you requested. In the event of any discrepancy, please contact us immediately as it may not be possible to make changes or corrections later.

Once you have made your booking, then any amendments to the booking or to your Travel Arrangements (which are subject to clause 8 below) will be subject to these Booking Conditions which will apply to that amendment immediately upon the amendment being confirmed.

These Booking Conditions apply equally to all members of your party named in the booking. Where the lead name on the booking is booking on behalf of other persons, it is your responsibility to ensure that these Booking Conditions are brought to their attention and that they are familiar with them. We are entitled to assume that all members of your party have read these Booking Conditions. Any reference to you or your shall be deemed to include all named persons on the booking.

Only we, the lead name on the booking and any other persons in your party and whose names appear on the booking shall have any rights to enforce these Booking Conditions.

The lead name who makes and pays for the booking must be at least 18 years old.

## 2. Website accuracy

Although Turkey Insiders make every effort to ensure the accuracy of the website information and pricing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

## 3. Passports, visas, health requirements and travel documents

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure and for ensuring that you meet any foreign entry requirements. A full and valid passport is required for destinations we feature (including children) and Visas (transit, business, tourist or otherwise) may be required for some destinations and depending on the passport you hold. Requirements may change and the length of time it is likely to take to obtain the appropriate passports and visas will vary. It is your responsibility to check the up to date position and you should make any applications for passports and/or visas in good time before your departure. Turkey Insiders accepts no liability if you or any member of your party are refused entry into any country due to failure to hold the correct passport, visa and/or other travel documentation required by any airline, authority or country you are visiting or transiting through (whether or not you are required to leave the aircraft) including but not limited to a valid ESTA as referred to in the clause below You are advised to check up to date information on your passport requirements.

If you or any member of your party must check passport and visa requirements with your relevant Embassy, consulate for information on visa and passport requirements relevant to your Travel Arrangements. The consulate or Embassy in the destination(s) in which you are intending to travel, prior to booking. Turkey Insiders has no special knowledge or expertise regarding foreign entry requirements or travel documents. We recommend that you review travel warnings,

announcements, prohibitions and advisory notices issued by all relevant governments regularly prior to your departure. Some destinations may require a letter of authority if children are not accompanied by both legal guardians. Please check with the authorities in the relevant destination if this applies.

#### USA - Travel Authorisation (ESTA)

It is mandatory for anyone travelling to or transferring through the US under the Visa Waiver Program, to obtain approval to travel no later than 72 hours prior to travel by completing an online process ESTA (Electronic System for Travel Authorisation) scheme. The cost of an ESTA is currently approximately \$14 per person and can be obtained by visiting <https://esta.cbp.dhs.gov> or the Visit USA Website at [www.visitusa.org.uk](http://www.visitusa.org.uk) where further information on the scheme and the up to date fee can also be found. Once completed and approved, the ESTA application is valid for two years and allows multiple visits without the need to reapply. Failure to obtain an ESTA could result in the passenger being denied boarding by the airline.

#### Health Requirements

You should consult your doctor for current recommendations and information on inoculations or vaccinations before you depart relevant to the destination you will be visiting or transiting through during your trip. It is your responsibility to ensure that you are fit to travel and meet all health entry requirements, obtain recommended inoculations, vaccinations take all recommended medication and follow all medical advice before departure. For medical advice regarding all destinations you intend to visit or transit through during your trip you should consult your doctor and the Department of Health's website in advance. We recommend that you take evidence of your up to date inoculations or vaccinations with you when travelling as it may be required for entry into a country or destination. Turkey Insiders shall not be liable if you are refused entry into any country or destination because you cannot show that you have received all required inoculations or vaccinations or because you do not satisfy the health requirements of any destination.

Travel to certain destinations may involve greater risk than others. You are strongly recommended to review any travel warnings, prohibitions, announcements or advisories issued or updated by The Foreign and Commonwealth Office Travel Advice Unit prior to booking your international travel arrangements and regularly prior to departure.

## 4. Insurance

We consider adequate travel insurance to be essential and we strongly advise you and all members of your party to obtain it prior to departure for the full period of your trip booked. It is your responsibility to ensure that the insurance policy you purchase is suitable, covers your requirements (including but not limited to health requirements and car hire requirements) and is adequate for your particular needs and Travel Arrangements. Please read and take it with you on holiday.

## 5. Your financial protection

We provide full financial protection for our package holidays, by way of our TURSAB Licence number 9885. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services

listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are not able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. If you book arrangements other than a package holiday (e.g. excluding accommodation), the financial protection referred to above does not apply.

## 6. Paying for your holiday

In order to confirm your chosen arrangements, you must pay a non-refundable deposit, which may be higher than the standard deposit to secure specific types of airline tickets, tours, cruises etc, and this will be confirmed to you at time of booking. (If booking within 12 weeks of departure full payment will be required by credit card or debit card.) The balance of the cost of your arrangements (including any surcharge where applicable) is due not less than 12 weeks prior to departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 9 will become payable.

We accept payment by credit card and debit card

Credit Card Fraud Contingency:

If you do not supply the correct credit or debit card billing address and/or cardholder information, the issue of your tickets may be delayed and the overall cost may increase. We reserve the right to cancel your holiday if payment is declined or if you have supplied incorrect credit card information. We also reserve the right to do random checks (including the electoral roll) in order to minimise credit card fraud. As a result of this, before issuing tickets we may require you to provide us with a fax or postal copy of proof of address, a copy of your credit card and a recent statement.

## 7. Your Holiday Price

7.1 Turkey Insiders endeavours to ensure that the most up to date and correct prices are shown on our website (our newsletters indicate a guide price) Turkey Insiders reserves the right to raise or lower their prices at any time. Occasionally, an incorrect price may be shown, due to an error. When Turkey Insiders become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is actually applicable to the holiday.

## Price changes

7.2 For Packages, changes in fees (including but not limited to transportation costs, fuel costs, dues, taxes, fees such as landing taxes or embarkation/disembarkation fees at ports/airports and exchange rates) and services mean that the price of your Travel Arrangements (or any part of them) may change after you have booked your Travel Arrangements. However, there will be no change to the cost of your Travel Arrangements within 45 days of departure.

7.3 In relation to the price of Packages, we will absorb, and you will not be charged for any increase equivalent to up to 2% of the price of your total Travel Arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of TL 50.00 per person. If this means that you have to pay an increase of more than 10% of the price of your total Travel Arrangements (excluding insurance premiums and amendments charges), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality, you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of monies paid, except for any amendment charges and cancellation charges already incurred. We will consider at our discretion an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel due to a price increase of more than 15%, you must exercise your right to do so within 14 days from the issue date printed on your invoice.

7.4 Should the price of your Travel Arrangements go down due to the changes mentioned in clause 7.2 above, by more than 2% of the total cost of your Travel Arrangements, then any refund due will be paid to you. However, please note that Travel Arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your Travel Arrangements due to contractual and other protections in place.

## 8. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be from the 'lead name' on the booking. You will be asked to pay an administration charge of Euro 50 per person and any further cost we incur in making this alteration. In cases where the administration charges made by our Suppliers are higher we reserve the right to pass on such charges to you.

You are permitted (under the Regulations) to transfer individuals' names, if any named person on a booking is prevented from travelling as a result of illness, the death of a close relative, jury service or other significant reason. Subject to receipt of satisfactory evidence of such reason we will at our discretion agree to that named individual's booking being transferred to another person, which will be subject to the amendment fee of Euro 50 per person and any additional charges made by any Supplier being paid by you. We will advise you of these charges at the time of your request. Any changes of the individuals named in the booking are conditional on the substitute individual accepting these Booking Conditions and otherwise satisfying all the conditions applicable to the Package. Name change requests within 48 hours of the date of departure cannot be guaranteed. As most airlines do not permit name changes after tickets have been issued for

any reason, these charges are likely to be the full cost of the flight. If you request to change all names on a booking, this will be considered as a cancellation and new booking and full cancellation charges will apply.

You should be aware that these costs could increase the closer to the departure date that changes are made. Only one change of departure date, per booking may be permitted. Any change in departure date will be treated as a cancellation and full cancellation charges will apply. You will be asked to pay an admin fee of Euro 50 per person and a new deposit per person to secure the new departure date. Any further changes may be treated as a cancellation by you and result in cancellation charges being applied.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. In some cases, any changes made may mean you having to pay for the cancelled arrangements and purchasing new ones at full cost.

## 9. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification by mail, fax or email from the 'lead name' on the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation shown in the grid below.

Note: if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance company.

Period before departure within which notice of cancellation is receive by us in writing

More than 84 days

57-84 days

37-56 days

22-36 days

7-21 days

Less than 7 days

\*In some cases the deposit may be a higher amount to secure your arrangements, this will be non-refundable the cancellation charges above

Our cancellation charges are a percentage of the total holiday cost, not including your insurance premium which is non-refundable. These charges are based on how many days before your departure we receive your cancellation notice and not when your correspondence was sent to us. Please note that any amendment charges are non-refundable. For insurance premiums you should refer to your insurance provider's cancellation policy.

Please note: If you have booked a Cruise, any cancellation or amendments (including name changes) will incur the following charges an additional charge to the amendment or cancellation charges stated above, in line with the relevant cruise line's charges.

Please note that, in the case of cancellation after receipt of documents, no refund will be given unless unused tickets are returned to us.

Please note, if only some members of your party cancel, in addition to incurring the applicable cancellation charges, we will recalculate the holiday cost for the remaining travellers. You may have to pay the extra room charges such as single room supplements.

\*In cases where cancellation charges made by our suppliers are higher than the

cost of the deposit, we may pass the charge on to you. Please ask for full details and we will notify you of the specific charges applicable to your booking. After departure no refund will be made on any part-used components of your holiday (e.g. unused flights, unused car hire or as a result of early check-out) You will be charged 100% of the price of all part- used components.

All amendment or cancellation charges become payable by you immediately upon confirmation of the amendment or cancellation

Note: Certain arrangements may not be cancelled after they have been confirmed and any cancellation could incur a cancellation charge of up to 100% of that part of the arrangements.

## 10. If We Change or Cancel Your Holiday

We begin planning the arrangements we offer many months in advance and so we reserve the right to make changes to and correct errors in holiday details both before and after bookings have been confirmed. We must also reserve the right to cancel confirmed bookings at any time. For example, if the minimum number of clients required for a particular travel arrangement is not reached we may have to cancel it.

Most changes are minor but occasionally, we may have to make a Major Change. If we have to make a Major Change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:

(for Major Changes) accepting the changed arrangements or Purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or

Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

However, we will not cancel your confirmed booking 12 weeks or less before departure except for reasons of "Force Majeure" (as explained above) or failure by you to make full payment on time.

Due to the unpredictability of Force Majeure events we shall not be liable for any changes either before departure or during the holiday, which in our opinion are necessary to protect your safety. In this event, we will offer you suitable alternative arrangements, or, if you do not travel, return the monies you have paid us but we will not pay you compensation.

In all cases, except where the Major Change arises due to reasons of Force Majeure and subject to the exceptions below, we will pay you the following compensation as detailed below:

These scales are based on how many days before your booked holiday, departure date, we notify you of a major change.

Period before departure when a major change is notified

More than 84 days

29-84 days

15-28 days

7-14 days

Less than 7 days

Please note that the above payments are per full fare-paying passenger (excluding infants). For children invoiced at reduced rates, compensation will be

paid on a pro-rata basis of the adult rate.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

We will not pay you compensation where we make a Major Change or cancel more than 12 weeks before departure or in the event of Force Majeure.

Very rarely, we may be forced by Force Majeure to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

## 11. Flight

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your rights to a refund and/or compensation from us are set out in clause 10.

If you are delayed for a reason other than Force Majeure and in respect of the main flights included in your Holiday, if the delay exceeds 4 hours we will ensure that you receive light refreshments from the airline; if it exceeds 6 hours, you will receive a main meal and in the event of a longer delay, wherever possible, you will receive meals and accommodation appropriate for the time of day

We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings and types of aircraft shown in this website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched – we will contact you as soon as possible if this occurs. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges.

This website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

Please note that, in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be under 2 years of age on the day of its return flight.

Please note the existence of a 'community list' (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

## 12. Behaviour

When you book a Holiday with Turkey Insiders you accept responsibility for the proper

conduct for yourself and your party whilst on Holiday. If we or any other person in authority or any Supplier of any service is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned with immediate effect. The person(s) concerned will be required to leave the aircraft, accommodation or other service and shall not be permitted to travel or reside in the travel arrangement booked and we will have no further responsibility to you or them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time the damage or loss was caused to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our and the other party's full legal costs) as a result of your actions. If we incur any expenses as a result of your behaviour you shall fully compensate us for that expense on demand. You should be aware that some Suppliers may authorise or charge your payment card at check-in as a deposit for any incidentals such as room service, telephone calls or other hotel services or for damage or incidents occurring during your stay. Some Suppliers may require a cash deposit upon check-in for customers who do not have a payment card. The amount authorised or charged can vary considerably depending on the Supplier and/or the destination. It is your responsibility to ensure sufficient funds or credit are available to cover the amount required by the Supplier. Tayf Tour is not responsible for setting the amount of any deposit required and if you have any queries you should contact the Supplier prior to departure.

### 13. If You Have a Complaint

In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements whilst away, you must immediately inform our representative and the supplier of the service(s) in question and complete a report form whilst in resort. Most problems or complaints can be resolved while you are away, however if not resolved, please call us on +90 (532) 587 6830, email us at [info@Turkeyinsiders.com](mailto:info@Turkeyinsiders.com) or write to Customer Relations Department at Turkey Insiders, Ismet Kaptan Mah. Şair Esref Bul. No:6/504 Konak Izmir - Turkey, Turkey within 10 days of your return from your tour giving your booking reference and full details of your complaint and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Please also see clause 14 below on ABTA.

If this procedure is not followed we will not have the opportunity to investigate and rectify your complaint whilst in resort and this may affect your rights under this contract.

### 14. What Happens to Complaints

We are a Member of TURSAB, membership number 9885. We are obliged to maintain a high standard of service to you by TURSAB's Code of Conduct. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.tursab.org.tr](http://www.tursab.org.tr)

## 15. Our Liability to You

(1) In respect of Packages We promise that your Holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do.

(2) In respect of other arrangements We promise to use reasonable skill and care in the performance of our contractual obligations, subject to and in accordance with these Booking Conditions. Our contractual obligations consist of using our reasonable skill and care in making your booking and arranging your accommodation/car hire/ flight/tour and hot air balloon tour as well as using our reasonable skill and care in choosing our suppliers.

(3) In respect of Packages and other arrangements

We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from:

The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

The act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or

Force Majeure as defined above.

(4) Except as specifically set out in these conditions, we will not accept any further or different liability than the Package Travel, Package Tours and Package Holidays Regulations impose. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

(5) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Montreal Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request. In any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the

remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

#### (6) Local Excursions/Activities/Events

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our website. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you. Excursions, tours, activities or other events that you may choose to book or pay for through our concierge service or whilst you are on holiday ("Local Events") are not part of your package holiday provided by us and these website terms and conditions do not apply. For any Local Event your contract will be with the supplier of that Local Event and not with us. We are not responsible for the provision of the Local Event or for anything that happens during the course of its provision by the supplier. Please note that this position also includes all hazardous activities.

(7) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice.

## 16. Data protection/privacy

In order to process your booking and meet your requirements, we must pass your personal details on to the relevant suppliers of your travel arrangements. We would also like to hold your information (including any email address), where collected by us, for our own and Nokta Turizm Ltd future marketing purposes (for example, to inform you of promotional/competition offers or to send you our brochure). If you do not wish to receive such approaches in future, please inform us as soon as possible. For full details of our data protection and privacy policy, and an explanation of how your personal details will be used by us, please refer to our [privacy policy](#)

## 17. Special requests and medical problems

If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

We are happy to advise and assist you in choosing a suitable holiday. As some of the accommodation and resorts featured may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc, it is important that, when booking, you advise us of any disabilities and special requirements to make sure the holiday meets your specific needs. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

## Website Conditions

The information data and material ("Information") contained in this web site ("Web Site") has been prepared solely for the purpose of providing information about Tuan Adventures ("Turkey Insiders"), its subsidiaries and partners and the services that

they offer. We try to ensure that information contained on this Web site is accurate and up to date. However, you should always verify the information before acting on it, by calling our representatives. All holidays sold by Turkey Insiders are sold subject to our **booking conditions**, which should be read before making an online booking.

## 1. Content and Subscriber Submissions

1.1 The contents of the Web Site are intended for your personal non-commercial use. All materials published on this Web Site (including, but not limited to articles, features, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, trademarks or other intellectual property rights and are owned or controlled by Turkey Insiders, or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through this Web Site.

1.2 This Web Site and its Contents are protected by copyright pursuant to Turkish and international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 1.3 of these Terms and Conditions), create new works from, distribute, perform, display or in any way exploit, any of the Content of this Web Site (including software) in whole or in part.

1.3 You may however download or copy the Content and other downloadable items displayed on the Web Site subject to the following conditions:

1.3.1 The material may only be used for your personal non-commercial purposes. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from Turkey Insiders or the copyright holder identified in the copyright notice contained in the Contents;

1.3.2 All copies must maintain copyright and other intellectual property notices contained in the original material;

1.3.3 The products, technologies or processes illustrated or described in this Web Site may be the subject of other intellectual property rights reserved by Turkey Insiders or by other third parties. No licence is granted in respect of those intellectual property rights; and

1.3.4 Images, trademarks and brands displayed on this Web Site are protected by copyright and other intellectual property laws and may not be reproduced or appropriated in any manner without the written permission of their respective owner(s).

## 2. Access and Availability of Service and Links

This Web Site contains links to other related World Wide Web Internet sites, resources and sponsors of this Web Site. Since Turkey Insiders is not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

## 3. Software Licences

You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access this Web Site ("Access Software"). You may not sub-licence, assign or transfer any licences granted by Turkey Insiders, and any attempt at such sub-licence, assignment or transfer shall be null and void. You may make one copy of such software for archival purposes only. You may not otherwise copy, distribute,

modify, reverse engineer, or create derivative works from Access Software.

#### **4. Conditions of Carriage**

The carriage of passengers, baggage and cargo by air is subject to the Conditions of Carriage and regulations of the carrier concerned.

#### **5. Changes to Terms and Conditions**

Tayf Tour may from time to time change, alter, adapt, add or remove portions of these Terms and Conditions but if it does so it will post any such changes on this Web Site.

#### **6. Changes to Web Site**

Tayf Tour may also change, suspend or discontinue any aspect of the Web Site, including the availability of any features, information, database or content or restrict your access to parts or all of the Web Site without notice or liability.

#### **7. No Warranties**

This publication is provided "as is" without any warranty (either express or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are hereby excluded.

#### **8. Liability for Losses**

By accessing this Web Site, you agree that Turkey Insiders will not be liable for any direct, indirect or consequential loss arising from the use of the information and material contained in this Web Site or from your access of other material on the internet via web links from this Web Site.

#### **9. No Offer to Sell**

Nothing in this Web Site shall constitute an offer to sell any securities and must not be relied upon in relation to any investment dealings.

#### **10. Exclusions**

The exclusions and limitations contained in these Terms and Conditions apply only to the extent permitted by law.