

## DISTANCE SALES AGREEMENT

### ARTICLE 1 – SUBJECT

The subject of this contract is to define the rights and obligations of the parties by the provisions of the Consumer Protection Law and the Regulation on Distance Contracts regarding the sale and provision of the service sold by the PROVIDER to the BUYER, whose qualifications and selling price are specified below.

### ARTICLE 2 - SUPPLIER INFORMATION TASİGO HOTELS

COMPANY NAME	Poliday İns.Tur. San. Tic. A.S.
ADDRESS	Dede Mh. Haktanır St. No: 4 Odunpazari / Eskisehir
TELEPHONE	+90 222 211 03 00
FAX	+90 222 211 03 03
E-MAIL	info@tasigo.com

### ARTICLE 3 – RECEIVER INFORMATIONS CONSUMER / CUSTOMER

NAME AND SURNAME	
T.C. KİMLİK NO / PASAPORT NO	
TELEPHONE	
E-MAIL	
BILLING ADDRESS	

### ARTICLE 4 - INFORMATION ON CONTRACTUAL SERVICES

The service type, selling price and payment method are listed below according to the transaction code of the selected service.

<b>SERVICE / PRODUCT NAME</b>	Accommodation
<b>ROOM TYPE</b>	
<b>NUMBER OF PEOPLE</b>	
<b>SALE PRICE (VAT INCLUDED)</b>	
<b>PAYMENT METHOD</b>	Payment by credit card
<b>DATE OF PERFORMANCE OF THE SERVICE</b>	

#### **ARTICLE 4 - PRELIMINARY INFORMATION**

For reservations made by the CLIENT on the website [www.tasigoeskisehir.com](http://www.tasigoeskisehir.com), the date, price, room concept, etc. etc., Related to the service selected at the online payment stage. can carry out the sales process by approving a pre-information form containing all the information.

#### **ARTICLE 5 - GENERAL PROVISIONS**

**5.1** The CLIENT accepts and declares that it has read all the preliminary information regarding the qualifications, the sales price, the method of payment and the performance of the contractual services referred to in Article 4 and has given the necessary confirmation in the electronic environment.

**5.2** TASIGO HOTELS is responsible for faulty service in accordance with the contract.

**5.3** If a contractual service is used by a person other than the CLIENT, TASIGO HOTELS is not responsible for that person's failure to perform.

**5.4** In order to provide the contracted service, a signed or electronically confirmed copy of this contract must be delivered to TASIGO HOTELS and the price must be paid by the preferred method of payment. If, for any reason, the product price is not paid or cancelled in the bank records, TASIGO HOTELS is deemed to be released from its obligation to provide the service.

**5.5** If a bank or financial institution fails to pay the TASIGO HOTELS service fee due to unscrupulous or illegal use of the CLIENT's credit card by unauthorized persons after the service has been provided, the CLIENT shall be liable for the losses incurred.

**5.6** This contract is effective when signed by the CLIENT and delivered to TASIGO HOTELS or, if created electronically, approved by the CLIENT.

**5.7** This contract can be accessed from a membership account for 3 years. Prior information and data entry errors in the remote contract can be corrected by notifying [info@tasigo.com](mailto:info@tasigo.com) to the web address.

#### **ARTICLE 6 - CANCELLATION - DENIAL – CHANGES**

<b>SERVICE / PRODUCT NAME</b>	Accommodation
<b>SALE PRICE (VAT INCLUDED)</b>	
<b>PAYMENT METHOD</b>	Payment by credit card
<b>DATE OF PERFORMANCE OF THE SERVICE</b>	

**6.1.** The CLIENT has no right of withdrawal under Article 15, paragraph g. of the Distance Contracts Regulations, but TASIGO HOTELS grants the CLIENT the following rights of cancellation, cancellation and modification to ensure the customer's satisfaction:

**6.2** TASIGO HOTELS, notwithstanding the exercise of due diligence, may cancel a contract in part or in whole in cases of force majeure which prevent the continuation of the services for which it has declared or registered, or in cases caused by service providers, hotels or third parties. This situation must be reported to the CLIENT as soon as possible. If the CLIENT declares in writing that he/she does not accept these changes and cancellations, he/she has the right to cancel the reservation and receive a refund for all services not used within 10 days of the written notice.

**6.3** The facility may apply different rates for its clients between the ages of 4 and 12. The CLIENT agrees that the facility may check the ID / passport on the day of entry. TASIGO HOTELS reserves the right to request a difference in payment from the CLIENT if the difference in age is found in the information provided at the time of booking for child guests. If the difference is not paid by the CLIENT, TASIGO HOTELS has the right to cancel the contract.

**6.4** The CLIENT must inform the company that he/she will not be able to check in at the hotel on the day of check-in or will check in late. Otherwise, TASIGO HOTELS has the right to cancel the CLIENT's reservation. In this case, TASIGO HOTELS may request the amount from the CLIENT at the rate specified in the cancellation and change conditions.

**6.5** If the CLIENT leaves the facility before the end of the service period, no refund will be given for the days in which the CLIENT did not stay.

**6.6** Without prejudice to Article 6.1 of the contract, if TASIGO HOTELS grants the right to make changes on its own initiative, changes to dates and facilities, customer requests for revocation have the form of cancellation, and cancellation forms and conditions apply. New reservations are made according to the campaign and payment terms as of the date of the change.

**6.7** Without prejudice to Article 6.1 of the Agreement, if TASIGO HOTELS grants the right to make changes on its own initiative, the campaign and payment terms of the reservation are updated according to the conditions of the day on which the change was made in the sections "Room Type Changes" and "Requests for Addition of Clients."

**6.8** Without prejudice to Article 6.1 of the contract, if TASIGO HOTELS grants the right to change on its own initiative, in the event of a change of name of a person in a reservation with two or more guests, the campaign and payment conditions of the reservation will be updated in accordance with the conditions of the day of the change. The name change in single occupancy is cancelled. However, TASIGO HOTELS may, at its own initiative, update the booking campaign and the payment conditions according to the conditions of the day on which the change was made, without cancelling the reservation.

**6.9** Typographical errors (letter and spelling errors) made in names and surnames at the time of booking are corrected without any deductions or penalties.

## **ARTICLE 7 - GENERAL PROVISIONS**

**7.1** The provisions of this contract entered into between TASIGO HOTELS and the CLIENT at the time of registration have been read by the CLIENT and approved by requesting and accepting registration on behalf of others who receive the same service with him or her under the same conditions.

**7.2** TASİGO HOTELS; The CLIENT who purchases the service is authorized to provide services to all types of third parties and entities that provide lodging, carriage companies and other travel-related services. For this reason, the CLIENT who has registered for a tour with the appendix is protected against all kinds of delays, breakdowns, fog, storms and all kinds of weather conditions of land, air and sea transport, in violation of the agreements made between TASİGO HOTELS and the institutions that carry out the transport. TASİGO HOTELS is not liable for material and non-material damages resulting from changes to road routes and itineraries for reasons such as obstacles, strikes, terrorism, the possibility of war or similar force majeure or unforeseeable technical circumstances.

**7.3** If the CLIENT does not accept the performance mentioning that the service he purchased is defective, he must notify TASİGO HOTELS in writing. Otherwise, the CLIENT shall be deemed not to have accepted the fault and to have used the service. It is the duty of the well-meaning consumer to notify the consumer of the claim in writing to the authorized person at the time the service is provided.

**7.4** Law No. 1618, Consumer Protection Law No. 6502, Turkish Code of Obligations No. 6098, Turkish Commercial Code No. 6102, IATA, IHA, provisions of UFTAA Convention, Civil Aviation Law, international agreements including Turkey, and this Charter, Regulations, Circulars and Communiqués issued in connection with the internationally recognized Frankfurt Table, the provisions of TÜRSAB Kütahya schedule applicable in Turkey will apply.

If the CLIENT has a problem with the SELLER, in case the SELLER cannot resolve the problem, in disputes below 6,920 (six thousand nine hundred and twenty) Turkish Liras, District Consumer Arbitration Committees, in provinces with metropolitan status, between 6,920 (six thousand nine hundred and twenty) Turkish Lira and 10,390 (ten thousand three hundred and ninety) Turkish Lira. Provincial consumer arbitration dispute committees, provincial consumer arbitration committees for disputes up to 10,390 (ten thousand three hundred and ninety) Turkish Lira in provincial centers that are not metropolitan areas, provincial consumer arbitration committees for disputes between 6,920 (six thousand nine hundred and twenty) Turkish Lira in provincial areas that are not metropolitan areas and 10,390 (ten thousand three hundred and ninety) Turkish Lira. Applications to consumer arbitration commissions for disputes in excess of these values are prohibited. Applications may be filed with the Consumer Arbitration Committee and with the Consumer Courts where the consumer is located or where the consumer transaction occurred.

**7.5** The facility may ask the CLIENT for additional hotel services, minibar, or credit card information for possible damages on the date of reservation.

**7.6** TASİGO HOTELS will send the invoice for the service to the above mentioned email address of the CLIENT within 7-14 working days from the date of sending the reservation, from the date of receipt of the request for the invoice for the service of the CLIENT.

**7.7** Hotel, motel, holiday village, hostel, apartment hotel, guest house, campsite, chalet, plateau under the "lodging tax" added by Section 9 of the Digital Services Tax Amendment Act No. 7194 and certain laws and ordinances. Act 375. Overnight service provided in residential facilities, such as a home, and all other services offered in residential facilities sold in conjunction with that service (such as food, drink, activities, entertainment services and pool use, sports activities, thermal and similar areas) are subject to the lodging tax. The lodging taxpayer is the one who provides the services mentioned in the first paragraph, and the taxable event is the provision of accommodation services by the respective establishment. By January 1, 2023, the 2% lodging tax rate applies. After that date, in the event of a change in the respective current lodging tax rate and/or fee principle as defined by the Act, and in the event of the publication of a regulation or communiqué, an update will be made in accordance with the new statement. Under this Agreement, the consumer is informed that he/she will pay the lodging tax upon entering the facility in accordance with the law.

## **ARTICLE 8 - CONFIDENTIALITY**

The information provided by the CLIENT to TASİGO HOTELS for the purpose of making a payment using the information specified in this contract will not be disclosed to third parties by TASİGO HOTELS. Within the framework of the Personal Data Protection Act, the CLIENT has been made aware of the necessary coverage and information, and the necessary measures within the KVKK have been taken by TASİGO HOTELS in accordance with the law.

