

## AGENCY AGREEMENT

**Please read the following booking conditions carefully as they govern all bookings made (whether through Api Tour' website or otherwise) with**

**API TURIZM SEYAHAT KONAKLAMA SANAYİ TİCARET LTD ŞTİ, - Halaskargazi Mah. Valikonağı Cad. Akçaabat Apt. No:27/5 K2 D2, / Şişli / İstanbul / Turkey**

**The terms set out below apply when you book through Api Tour hotel accommodation and any other travel components. They apply whether you book one component or more than one component.**

### 1. General Terms

- 1.1. By making a booking, you acknowledge and accept these terms & conditions in their entirety.
- 1.2. Bookings must usually be made using the on-line booking system. Requests to book, amend or cancel cannot be accepted by telephone.
- 1.3. It is your responsibility to read any documentation and conditions applying to a Booking and to ensure that your staff has taken note of any points which are your responsibility.
- 1.4. We reserve the right to be indemnified by you in full against any and all losses, costs and other expenses we incur as a result of any cancellation you have made.
- 1.5. All the information we supply, be it on our site or not and be it pictures, maps or text, is and will remain our property. No information can be copied without our specific approval. No access to any part of our system can be given by you to anyone who is not an employee in your company without our specific written agreement. If you should stop being our client any and all access to any and all of our systems will stop.
- 1.6. Descriptions of the hotels and their facilities and amenities are provided by our suppliers. Whilst we make every effort to ensure that the descriptions and information are accurate, we cannot accept responsibility for any errors or omissions. Changes may occur which are beyond our control. In the interests of continued improvement, hotels may alter furniture, fittings, amenities, facilities or any part of any activities, either advertised or previously available, without prior notice. Hotels will also show the effects of normal wear and tear and these too are also beyond our control. Please note that hotel classifications and assessments are often based on our own view and may not reflect other sources. We will not accept any claim for compensation based on any description or information either provided or missing.
- 1.7. Triple and quad rooms may not always contain three or four separate full size single beds. One or more folding beds may be used.
- 1.8. We act solely as an intermediary and not as a principle when making bookings for hotels or any other services we supply. We are therefore not liable for personal

injury, illness, property damage or other loss or expense of any nature whatsoever arising directly or indirectly out of any the actions of the company with which we booked or supplying the service we have reserved on your behalf.

1.9. We will always do our best to ensure that all confirmed bookings are accepted by the supplier. If it happens that a supplier is unable to accept a confirmed booking we will do our best to provide you with a suitable alternative of the same standard and in the same location. We cannot guarantee in every case that the alternative accommodation booked by us or the original supplier will be of a matching standard or in the same location as that booked.

1.10. We shall not be liable for, and you will fully indemnify us in respect of any loss or third party claim, including cancellation charges, we may incur as a result of any incomplete or inaccurate details in the booking you added to our system or the booking information you sent to us for us to reserve on your behalf.

1.11. We will not be liable to you if we are unable to fulfil a booking by reason of fire, earthquake, flood, snowstorm, epidemic, explosion, strike, riot, civil disturbance, war, act of God, any failure or delay of any transportation, power or communications system or any similar events beyond our control. We will always, in any of these circumstances, do our best to provide alternative arrangements or refund any sum already paid unless we are bound by contracts with our suppliers which preclude us from obtaining a refund from them to pass on to you.

1.12. We reserve the right to alter these Terms and Conditions from time to time.

1.13. These Terms and Conditions are governed by and construed in accordance with Turkish law. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the Turkish courts.

## 2. Pricing

2.1. The final price for any booking is the price quoted on the online system. Prices not on the system are subject to fluctuation and are not guaranteed.

2.2. The currency for each item booked will be that displayed on the Hotel Availability search. All hotel rates are inclusive of local taxes, service charge and, at least, continental breakfast where breakfast is included and unless stated otherwise at the time of booking.

2.3. We reserve the right to vary prices at any time as a result of changes in taxes, changes in trade fairs and special event periods, or when a currency movement is in excess of 3%. We will only increase the price on an existing confirmed booking if a change in tax is forced on us by our supplier.

2.4. During trade fair, exhibition and other special event or peak periods our prices may be higher than the official rack rates.

2.5. Our prices to you are strictly private and confidential. You may not disclose them, or anything to do with them, to anyone who is not employed in your company. We reserve the right to cease trading with you, and to cancel all future bookings, if our prices are so disclosed.

2.6. The child policies vary for each hotel. You can see the prices on-line in our system.

2.7. If you see any rate marked as 'Package', these hotel rates are only available when sold part of a package i.e. combined with one or more transport components (flight or car) and sold as one price to the customer. In addition, at no time should the hotel rate be disclosed to the customer or marked-up in any way.

### **3. Cancellations**

3.1. The standard cancellation deadline varies for each booking. Bookings cancelled later than deadline are subject to a minimum charge of the first night of the booked period per room cancelled. Bookings changed within the cancellation deadline but so the arrival date is no longer within the cancellation deadline period will still attract a cancellation charge for at least the first of any unused nights. Non-standard cancellation deadlines may apply from time to time. These will be advised in our prices and on the affected bookings.

3.2. If you add group bookings to our system by splitting them to make them appear as FIT bookings, hotels may levy group cancellation charges, and standard FIT cancellation deadlines may not apply, when such individual bookings cancel. You will be liable for these charges.

3.3. We may cancel bookings you have added using our system, and hotels may request us to make cancellations of bookings on their behalf, if they appear to us or to the hotel to be group bookings and not genuine FIT Bookings. Cancellation charges may apply when either we or a hotel believe bookings to be either a group, or made to hold space you hope to sell later. Charges may also apply if the number of rooms booked is reduced within the group cancellation deadline.

### **4. Online Booking**

4.1. When we confirm a reservation we do not require reconfirmation from you. Should the booking not be required it is your responsibility to cancel the booking with us on line, or by email if the booking was sent to us by email. All amendments (to reduce the number of rooms booked or to shorten the stay) and/or cancellations must have been sent to us by email before cancellation deadlines.

4.2. We do not charge any amendment fee but new total price of the booking which needs to be amended might differ. Additional payment or refund would be necessary in those cases. Amedments can not be guranteed within deadline period but we would do our best and try to make the amendment according to your request.

4.3. Changes to bookings can only be dealt with when requested by you to us and not by the passenger to us. If you cancel direct with one of our suppliers you may still be liable to be charged as the suppliers' contracts are with us. We may therefore still be liable for charges, which we must pass on, should you cancel direct.

4.4. The offer for sale of some hotels on some consumer facing sites and the promotion of such hotels through the use of metatags or any other search engine tool is strictly prohibited. We reserve the right to suspend your account if you openly offer hotels supplied by us in this way when we have advised that they must not be offered and we further reserve the right immediately to cancel any bookings already made in such hotels.

4.5. Should any passenger alter their stay directly with a hotel, we will need a confirmation letter from an authorised representative of that hotel stating that the change has been accepted and that no charges will be levied to us as a result of the change. We will require a copy of this letter within 14 days of the change for the client to qualify for any financial adjustment. After that period requests for a credit may not be accepted.

4.6. Our system will automatically confirm bookings and cancellations by email. Unless you receive such an email from us you cannot consider the booking to be confirmed or cancelled.

4.7. We will not accept any liability if there are problems with bookings as a result of your supplying incorrect information such as, but not limited to, the spelling of names, incorrect stay dates and incorrect city or hotel requested.

4.8. The online booking system may only be used to book a maximum of 9 passengers, in no more than 4 rooms. Any more than this is classified as a Group reservation. Such bookings must be sent by email and will be subject to quotation and prepayment.

## **5. Booking Procedure If The On-line System Is Not Available**

5.1. The following details must be clear and in this order when making a booking by email.

A) Passenger family name followed by initials and title

B) City name

C) Hotel name

D) Date of arrival

E) Number of nights

F) Number and type of rooms - You must request TWB/DWB + Extra bed and give us the child age, when your booking includes a child.

## G) Remarks

5.2. Bookings must be categorised under the heading of: new, amendment, cancellation or chaser. Unless your email makes this clear, and if it does not have our reservation number, we will assume it is a new request and will confirm accordingly. If we have made an additional booking in error you will have to cancel or will be charged.

5.3. All reservations should be made on the booking system but in exceptional circumstances we will accept emails. To prevent confusion regarding your instructions, when cancelling or amending please do not add new instructions to old e-mails. Please make sure that you're using [info@apitour.com](mailto:info@apitour.com) while sending your emails.

5.4. For cancellations, please quote our reservation number and state clearly what we have confirmed, which may not be the same as your original request, and what you want to cancel.

## 6. Cancellations and Amendments

6.1. Payment must be made before the cancellation deadline of the booking at full by bank transaction/bank loading or credit card. Payment should be made through Api Tour' website by credit or debit card. Remind that no reservation will be definite without a payment. IMPORTANT NOTICE: When making the bank transfer, please indicate the confirmation code of the reservation in the first comment field. If further comment fields are available, please indicate the full name of the first passenger in the booking. If only one comment field is available, ONLY enter the confirmation code. If the information entered in the comment field does not match the information of the booking we will not be able to identify the reservation and it will be cancelled. In case of multiple bookings (with different confirmation codes), please make the bank transfer indicating your AGENCY ID and AGENCY NAME in the comment field for the corresponding amounts. All costs associated to bank transfer payments must be born by the customer. The amount of the bank transfer must cover the full amount of the reservation. In case the payment received does not cover the full amount of the reservation, it will be cancelled. If we do not receive the corresponding amount before the cancellation deadline, we reserve the right to cancel your reservation.

6.2. If you're working on fixed terms, payment of each invoice is due in full within the number of days specified in your Credit Agreement. It must be made in the invoice currency by bank transfer to our relevant bank account. We do not accept company cheques. In exceptional circumstances we can arrange to accept payment by credit card for invoices but there will be a supplement for this which must be paid in full by you.

6.3. Every payment must be accompanied by a clear remittance advice, in the same currency as our invoice, which must state our invoice number(s) and amounts paid per invoice showing a total which equals the payment sent.

6.4. Any payment less than our invoice amount must be explained in full showing our invoice number, reservation number, passenger name, arrival date, hotel, the amount of and the reason for the underpayment, together with all evidence or information backing up any claim for a credit, such as copies of emails.

6.5. If there is any item you wish to dispute in any invoice, we must have all details of the dispute in writing within 14 days of the issue date of the disputed invoice(s).

6.6. We will not accept the non-payment of undisputed invoices because of a dispute with another invoice.

6.7. If you breach your credit limit or credit period, the on-line system will be blocked automatically and will be requested to remit further funds immediately so that we can continue to take bookings.

6.8. If the full payment has not been received by the due date in accordance with these terms, we reserve the right to:-

A) Disconnect access to all of our booking systems.

B) Stop making bookings when requests for reservations are sent to us by email.

C) Insist upon prepayment for any and all existing bookings to ensure that we do not cancel them.

D) Cancel any future bookings you have already made.

6.9. The full cost of remitting your payment to us must be borne by you. We will not accept any deduction from invoices by you to cover your bank charges nor will we accept any deduction as a result of your bank using an intermediary bank to pay us.

6.10. A minimum one night charge to cover the first night of the stay will apply to a no-show booking. During periods when a different minimum stay is stipulated by the hotel or during trade fair or special event periods, the minimum stay period or the entire period of the booking will be charged for.

6.11. Should any passenger leave a hotel before the end of their booked stay and without informing the hotel they are doing so, we cannot guarantee any refund for the unused nights and reserve the right to invoice in full for the stay we reserved.

6.12. Any payments made into an incorrect bank account will be credited at an exchange rate set by us.

6.13. While paying for the invoices, you should use the currency determined by Api Tour and if there are any exchanges, you should take this currency into consideration.

6.14. In lump sum payments made through Api Tour payment system, system automatically allocates the bonuses, cash amounts and credit card payments and



you should accept these allocations. You should not reclaim after all transactions are completed.

6.15. Any amendment would be on request but not guaranteed. Any amendment may cause repricing of the original booking based on the new nightly rates.

## **7. Privacy & Policy**

7.1. We use order forms that allow you to book a hotel room. We collect your name, e-mail address, postal address, and credit card information. This information is used to process and check orders. We also use this information to contact you in case there is a question or problem with a reservation.

We also use data collected when you register, enter a contest, and make purchases to enhance and personalize your booking experience. We strongly value your privacy. Your personal information provided to our web will Not be passed along for secondary use without your explicit permission.

## **8. Disputes and Agreement Termination**

8.1. If your clients are dissatisfied with any of the arrangements we have made for them, they should use the telephone numbers provided before they depart from the hotel or leave the service provider. Hotels and other suppliers are more likely resolve matters if problems are reported at the time.

8.2. We must be notified about complaints within 14 days of the departure from the city in which the complaint arose.

8.3. Our agreement with you will be considered ended if you do not pay any amount owed by the agreed payment date, cease to trade, threaten to cease to trade, go into any form of liquidation, start to be run by an appointed receiver or administrator, breach any of your obligations contained within these and/or any other terms or do not remedy that breach within 7 days of us advising you of the breach and the remedy we require. Such a termination in these circumstances will in no way affect any other rights we have under this agreement.

## **9. Disclaimer**

9.1. Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

9.2. However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage



to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the hotel as made available on our website, (iii) the services rendered or the products offered by the hotel, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (v) for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the hotel (its employees, directors, officers, agents, representatives or affiliated companies), including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

## 10. Miscellaneous

10.1. Unless stated otherwise, the software required for our services or available at or used by our website and the intellectual property rights (including the copyrights) of the contents and information of and material on our website are owned by API TURIZM SEYAHAT KONAKLAMA SANAYİ TİCARET LTD ŞTİ, its suppliers or providers.

10.2. To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Turkish law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Istanbul, Turkey.

10.3. The original English version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our website or shall be sent to you upon your written request.



## 11. Bank Details

Currency: USD

Account Name: API TURIZM SEYAHAT KONAKLAMA SAN. VE TİC. LTD. ŞTİ.

IBAN: TR21 0006 2000 7990 0009 0937 84

SWIFT: TGBATRISXXX

Currency: EUR

Account Name: API TURIZM SEYAHAT KONAKLAMA SAN. VE TİC. LTD. ŞTİ.

IBAN: TR32 0006 2000 7990 0009 0937 80

SWIFT: TGBATRISXXX

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