

\_\_\_\_\_ hereinafter referred to as 'Client' on behalf of \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part and RODOP TURIZM SEYAHAT TAS. TIC. LTD. STI, hereinafter referred to as 'Firm', licence given by Ministry of Culture and Tourism № 3348-CATTTOUR, on behalf of the General Director Seyhan Zafer acting on the basis of Statute, on the other part, both hereinafter referred to as "Parties" have concluded the present Agreement for the following:

### **1. Subject of the Agreement**

1.1 On the base of the present Agreement, Firm is obliged to provide tourist services to the Client, in Turkey in volume and terms which Client have been required from the Firm by the Order. Client is obliged to make a payment to the Firm for the rendered services according to the conditions of the present Agreement.

1.2 Firm provides tourist services to the Client's guests. The price-list provided by the Firm serves as the reference source.

### **2. Legal Obligations of the Parties**

#### *2.1 Firm undertakes:*

2.1.1 To provide tourist services, according to the written Order sent by Client by fax, e-mail or online system.

2.1.2 To confirm services requested by Client during 72 hours from the moment of receiving the request, except for the days off. In case of impossibility of realization of booking in the terms specified above, the Firm is obliged to inform the Client about other terms of confirmation of tourist services.

2.1.3 To inform on time the Client about all changes in the requested tourist services

2.1.4 In the case of non-preventable circumstances or acting of subcontractors, Firm changes the hotel to the other one of the same category or higher.

2.1.5 To carry out all necessary actions to provide ordered tourist services (Accommodation, transport, excursions, catering, guides- interpreters) etc.

2.1.6 To provide the Client with the full information about tourist services, according to the Order.

2.1.7 To inform the Client immediately about circumstances that can substantially influence the execution of the present Agreement.

#### *2.2 Client undertakes:*

2.2.1 To make on time (7 work days prior to the guest's arrival or according to **release period** and **early booking** conditions - that is special for every single hotel) all payments, according to the ordered tourist services. Payment should be made at prices and tariffs established by Firm (1.2)

2.2.2 To refer an Order to the Firm by fax, e-mail or online system. In the Order the Client notes all tourist services and terms that he needs

2.2.3 In the case of prolongation of accommodation, Client sends an Order to the Firm non less than 24 hours before check-out date that was ordered before, except for the days off. In the case of early departure, Client is obliged to refer written notice to the Firm, not later than 24 hours till departure time.

2.2.4 To inform the Client immediately about all changes or additions that can be in booking of tourist services, with observance of terms which defined in the present Agreement

2.2.5 Refers the information "rooming list" to the Firm with flight data (flight number, arrival/departure, guest name, hotel) not later than 24 hours before of the ordered arrival of the Client's guests.

### **3. The cost of the services and the procedure of payment**

3.1 Rates in price list and invoice are established in USD and EURO. Rates in price list are informative and may be changed unilaterally by Firm. In case when invoice and confirmation of tourist services have been sent, Firm can not change the price without preliminary agreement with the Client. Price in invoice is definitive and also can be changed only in case of booking conditions change, or in case of rise in price of tourist services

3.2 In case of rise in price of the tourist services rendered by Firm, before their full payment, Client must make the additional payment, about which he should be preliminary informed by the Firm. The Client has the right to refuse the tourist services on new conditions and to send to the Firm notification in written form not later than 24 hours since the moment when Client has discovered about such rise in price, thus he will not bear responsibility for refusal.

3.3 All payments between the Client and the Firm are made on the basis of accounts exposed by Firm. Clearing settlements are made on the Firm settlement account according to exposed invoice. The way of payment is defined by the Parties in each specific case at booking of tourist services.

3.4 Invoice payment must be made not less, than for seven work days before the date of arrival of the Client's guests, or according to **release period** and **early booking** conditions - that is special for every single hotel. Payments of early booking reservations must be made on the dates indicated in the price list (in electronic form) or in the invoices.

3.5 Terms of execution of financial obligations of the Client is day of receiving of means on the account or in Firm's cash desk.

3.6 The money resources transferred by the Client for the future payments for tourist services are considered as deposit and can be used at will of the Client.

3.7 For untimely payment from Client, Firm can refuse to provide tourist services to the Clients guests, without warning

3.8 Client may delegate the guest to make the payment directly into the Firm's account or in Firm's cash desk. The Client is obliged additionally to inform the Firm about this (in written form before arrival date).

#### **4. Terms of cancellation**

4.1 The information on cancellation or change of conditions of a trip is accepted in written form in the terms specified in the price-list (release period).

4.2 In case of untimely cancellation or non arriving of the Client's guest, the Client pays penalty. The size of the penalty depends on terms of cancellation and the rules of cancellation provided for each specific hotel.

4.3 The terms of cancellations for the groups are agreed by the Parties in additional correspondence (but not less, than for two weeks before group arrival)

#### **5. Liability of the Parties**

5.1 The Firm undertakes obligations of the present Agreement only under those demands and in that volume on which the Client has received written confirmation for the ordered tourist services

5.2 The Parties account each other on the undertaken obligations of the present Agreement, and also take into consideration any claims on the basis of the documentary data under each concrete Order

5.3 The Firm does not bear responsibility to the Client in case of impossibility of realization of the obligations taken by owing the incorrect information, insufficiency and inopportuneness of data and the documents given to Firm, or infringement by the Client of other conditions of the present Contract or requirements to documents.

5.4 The Parties do not account in case of non-preventable circumstances "force majeure" which has caused impossibility of performance of the obligations under the present Agreement. The circumstances which exclude the responsibility under the present Agreement also are: actions of state structures, consular departments of embassies, customs services, the boundary control, etc. which can be influential on contractual conditions between the Parties.

5.5 Force majeure circumstances do not relieve the Client from obligations to pay for tourist services already rendered by Firm.

5.6 The firm does not bear liability for damages, put by the Client to the third party or for damages put to it by the third party.

5.7 The Firm does not bear responsibility on compensation of monetary expenses to the Client for the paid tourist services if the Client in service at own discretion or in connection with the interests has not taken advantage of all or a part of the ordered services, and does not refund the expenses, beyond stipulated in the Agreement of tourist services.

5.8 The Firm does not carry out the insurance of the Client and does not bear responsibility for possible accidents during trips, rendered by Firm. The Firm does not bear responsibility for cancellation or change of the departure time of flights and the changes of volumes connected with it and terms of rendering of tourist services. In this cases responsibility before the Client is born by aviation carriers according to the Carriers registration country and International rules.

5.9 The Firm does not bear responsibility of the expenses connected with a burial place, or with transportation of a body in case of death of someone from guests of the Client

5.10 Granting of entry visa is exclusively a prerogative of consular establishments. The Firm does not bear responsibility for refusal of consular services in delivery to someone of Client's guests of the entry visa.

#### **6. Validity and termination of the Agreement**

6.1 The present Contract comes into force from the moment of its signing by both Parties and is valid till « \_\_\_\_ » \_\_\_\_\_ 2026 year inclusive. The Firm starts to carry out the obligations on the Agreement only after reception from the Client of the signed and filled copy of the Agreement under seal.

6.2 In case if not later than 1 (one) month to a target date of the termination of action of the present Agreement any of the Parties will not refer to other Party the writing notice of the desire to withdraw from the contract, the present Agreement will be prolonged automatically for one more calendar year

6.3 The Agreement can be terminated ahead of time if agreed by both parties, and also by unilateral refusal of execution of the Agreement by one of the Parties, if other Party was notified about this intention not later than 30 days prior to prospective terms of cancellation. Such unilateral refusal is supposed in case of carrying out full payments between the Parties of the present Agreement.

6.4 The contract is considered terminated automatically, in case if there were no transaction during a year between the Parties since the moment of fulfillments of last transaction. Contract cancellation occurs automatically only in case of full payments between the Parties

#### **7. Settlement of disputes**

All claims and disputes which can arise between Parties in connection with the present Agreement will be resolved by them by negotiations. Claims or disputes which the Parties did not manage to resolve by negotiations will be resolved according to the legislation on the Client's side.

#### **8. Additional conditions**

8.1 The present Agreement and all data concerning its execution are confidential and can be given only to competent state structures according to the current legislation on the Client's side.

8.2 The Parties agreed that the documents under the present Agreement are valid in case of their referring by means of electronic, facsimile or other communication, at presence on documents of the official signature and impress of seal.

8.3 The present Agreement is drawn up in English, each side has a copy and both are equally valid. The fax copy and electronic duplicate with electronic signature of the present Agreement also has a full validity.

**9. Legal addresses, bank details and signatures of the parties**

<p><b>Firm:</b></p> <p>RODOP TURIZM SEYAHAT TAS . TIC. LTD. STI FENER MH. 1964 SO. AKANAY APT. A BLOK K:2 D:5 ANTALYA / TURKEY TEL: +90 242 323 10 82</p> <p>BANK - T.C. Ziraat Bankasi A.S BRUNCH No: 1932</p> <p>Swift kod: TCZBTR2A</p> <p>ACCOUNT EUR : 1932-64334506-5026 Iban No: TR 8700 0100 1932 6433 4506 5026</p> <p>ACCOUNT USD : 1932-64334506-5025 Iban No: TR 1700 0100 1932 6433 4506 5025</p> <p>Adress: Tarım Mah. Aspendos Blv. No: 78 C 07200 Muratpaşa / Antalya</p> <p><b>GEN MANAGER</b> Seyhan Zafer</p> <p><b>M.II.</b></p>	<p><b>Client:</b></p>
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