OUR TERMS AND CONDITIONS

Please read our terms and conditions of booking thoroughly.

All information provided on our website is accurate to the best of our knowledge and correct at time of publication.

We do not accept responsibility for any problems encountered from recommendations we may have made regarding suppliers of insurance, airlines, car hire, transfers, restaurants, shops, tours and activities or any service other than our own. They are recommendations only and the onus is on you to check all details in your agreement with them (the service provider).

We highly recommend ensuring you and your service provider have the correct insurance for the activity you are undertaking. Please do check.

Breach of Terms and Conditions:

Holiday Homes Turkey reserves the right to terminate your stay in our owner's property, without refund if the following terms and conditions are not adhered to.

Prices:

- 1. Your price quoted for the accommodation includes the following: Electricity, Gas, Wi-Fi, Duvets, Linen, Bath and Beach Towels, Hot Water. Please note pool heating or extra cleaning etc can be quoted separately.
- 2. We provide a starter supply of toilet roll (1 per bathroom), dishwasher tablets, washing tablets, washing up liquid, liquid soap and bin bags (1). You will need to purchase additional supplies. Please note where coffee machines or cafetieres are in situ you will need to provide your own pods/filter coffee.
- 3. Please note in all properties and throughout Turkey toilet paper and other sanitary objects should never be flushed down the toilet and must be placed in the bins provided.

Cancellation and Insurance:

- 1. Once you have booked your holiday, our agreement is a legal contract, and your **deposit is non-refundable.** If for whatever reason you cannot take your holiday and the booking cannot be re-let, you are still liable to pay for the booking in full, even if we have not yet received your balance.
- 2. Please note that your deposit is not refundable under any circumstances. For this reason, we strongly recommend that you take out cancellation insurance, which is inexpensive and can be obtained from any good broker. If you are concerned about possible abandonment of your holiday due to any covid regulation or illness, bad weather or family bereavement or any other reason, please make sure you purchase appropriate travel insurance. This is available at low cost from many travel insurance companies. If you choose not to take out insurance, please note we cannot be responsible for your inability to travel for any reason and we will not be able to offer a refund.
- 3. All cancellations must be made in writing. The following charges will apply:

If cancellation is made in writing, under 6 months prior to arrival a 50% refund of the full amount (if paid already) will be given less a £50 administration fee. Deposit non-refundable.

If cancellation is made in writing, 6 months - 90 days prior to arrival a 25% refund of the full amount

(if paid already) less £50 admin fee. Deposit non-refundable.

If cancellation is made in writing, less than 90 days prior to your holiday **no refund will be given**.

N.B. Percentage refund denotes percentage of the full price to be returned to you, the guest.

If we do succeed in re-letting the booking, you are no longer liable for the balance, and we will

refund it to you if you have already paid it, less a £50 administration fee.

<u>N.B.</u>

WE HIGHLY RECOMMEND TRAVEL INSURANCE TO COVER ALL EVENTUALITIES INCLUDING COVID TRAVEL LIMITATIONS AND GOVERNMENT REGULATIONS, INJURY/MEDICAL ATTENTION AND IF DIVING, HANG-GLIDING, or QUAD BIKING TO COVER DANGEROUS ACTIVITIES (these vary so check with your insurers).

Finding the right cancellation cover:

To find the right cancellation cover for your holiday check as many policies as possible. The policy should cover the cost of your holiday if you must cancel it, so make sure the cover levels meet your needs. You will only be able to claim if you cancel your holiday for one of the reasons allowed on your policy document, so check these thoroughly before you buy your cover.

WARNING: If you have an annual policy which auto renews then do check it fully covers you for all your requirements – not all policies will have been updated to offer covid related protection.

Non-availability of Accommodation:

We would only cancel your holiday if your accommodation were unavailable for reasons beyond our control. We would attempt to offer you alternative accommodation, however if this was not possible, or unacceptable to you, then we would refund all monies paid by you for the accommodation booked with us. Our liability would not extend beyond this refund.

Covid Policy for Accommodation:

All accommodation is thoroughly cleaned between lettings and fresh towels and linens issued.

If for reasons of lockdown or FCO advice travel to the accommodation is not permitted, we will reschedule to another date that suits. We, along with our property owners try to be as flexible as possible under these circumstances but do please be aware if bookings are moved to the following year or a different season e.g. from low to high there most likely will be additional costs involved

Arrival and Transfers:

1. Please ensure we have written notification 6 weeks prior of your flight arrival time and flight numbers to arrange transfers run as smoothly as possible. We will also require a photo of your passport photo page for Turkish regulations.

Please note that if you are driving and arriving in the dark care is needed on the uneven road surfaces

and tight corners around Kalkan.

- 2. If you are hiring a car, we suggest you do this once you're in the resort as many flights land in the hours of darkness and after a day of travel it's not easy to concentrate on unfamiliar roads.
- 3. Please check with your car hire provider that you have fully comprehensive cover.

Departure:

Please be ready to vacate the accommodation by our agreed time on the day of departure.

Please try to leave the accommodation as clean as possible, we reserve the right to charge additional fees for any unreasonable soiling of the property.

Check in times are from 4pm

Check out times are from 10am

If you require a late checkout or early arrival this may be possible but should be organised when your booking is made. Please note the accommodation supplier reserves the right to charge additional fees for this and it may not always be an option if next guests are arriving the same day.

Damages and Breakages:

- 1. Please take care with our owners' properties. You are responsible and liable for any breakages or damages which you cause to the accommodation or its contents.
- **2.** Please report any damages or breakages as soon as they occur to us. Minor breakages are rarely charged but the final decision is taken by the property owner on this.
- **3.** We may send you an invoice for repair or making good if the damage or breakage is significant, and we may make an additional charge of £50 if you did not report this.
- 4. We will invoice you on your booking with a **refundable damages deposit of £250**. This will be held until the end of your stay. After check out the owner will confirm with us that all is in order and we then process your refund accordingly within 7 days of your departure from the property.

Pets and Local Animals

Pets are not permitted and local cats, dogs etc should not be encouraged during your stay in any of the properties. Please do not feed the lovely animals on the property.

Noise and Disturbance to Neighbours :

We request that noise is kept to a minimum in the evenings and that doors and windows are closed to reduce noise disturbance where possible. Please do not party too noisily on the terraces or in the pool late in the evening in consideration of our neighbours.

Under no circumstances are Chinese lanterns or fireworks allowed to be released at the property – these are flammable and pose a danger to neighbouring properties. The lighting of candles is not permitted inside the properties. Please ensure that if you use candles outside the property that they are not left unattended and are extinguished properly for obvious for safety reasons.

Liability:

1. We do not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions. You are responsible for obtaining correct insurances for vehicles including damage waiver and collision waver damage for your own or any vehicle you hire or use during your stay.

Again, we cannot emphasize enough the importance of travel insurance for these reasons.

- 2. It is your responsibility to comply with all Turkish State Law during your stay in Turkey. We advise you to carry your passports, e-visa (if applicable), or copies of, whenever you go out of town, as spot security checks may occur.
- **3.** We do not accept liability for any disruption of service to the property such as utilities or wi-fi but will do our utmost to keep you updated on the situation.

Declaration of Identities:

Recent law requires registration of guests staying in all accommodation, it's similar to that which is already required in most hotels throughout Europe.

We are now bound to pass onto the Turkish Authorities your full passport details. For this purpose, we will need a clear copy of your passport photo page (all dates, names and numbers must be readable), WhatsApp'd or emailed to us, 6 weeks prior to arrival of each member of your party, including children. **Failure to do so will incur refusal of stay.**

Further legislation has now come into play regarding trips and tours. All tour companies must be supplied with your full passport details (for each person) to book a trip. By law they must have these details at least 1 day before the tour. All suppliers of trips arranged through us will have been passed your passport details by us ahead of time.

Deposit and Balance Due:

- 1. Your deposit as requested by us is required to secure your reservation.
- 2. Your final balance is due a minimum of 8 weeks prior to your holiday start date.

Payment details:

We accept deposit payment by electronic transfer (bank details will be provided on your deposit request). This should be paid in sterling to our GB bank account or by prior arrangement to our Turkish bank account in Lira – ask for further details. Please be advised we will not be responsible for any transfer fees you incur. For any other payment methods please contact us.

Bank Details:

HOLIDAY HOMES TURKEY

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Wi-Fi, Satellite TV, and Mobile reception:

Mobile reception is generally good throughout the area, although if using a GB phone be aware through some service providers, charges are exceedingly high as Turkey is not counted as European rate. Wi-Fi is generally good in all the properties and local cafes and restaurants. Most have the highest rate broadband available in Turkey but please understand fibre optics are not commonly used as far as we know, so you may find connections a little slower at certain times than those you're used to.

Response Times and Contact Details:

If you contact us regarding your booking prior to your arrival day, we aim to respond within one working day. Please contact **Julia Sondack**: **07812 575325 or** julia@holidayhomesturkey.co.uk

If you contact us upon arrival regarding maintenance issues we will, where possible, respond within two hours and will do our utmost to have someone come and sort the issue asap. Best to WhatsApp +447812575325 for fastest response.

If after 8pm (UK time) we will respond the following day as soon as we are able.

Controlling the air conditioning, TV, dishwasher, washing machine, fridge or ovens:

There are instruction manuals but to be fair they are in Turkish so if your Turkish is not up to scratch and you are unable to fathom any appliance out then please feel free to ask at the time of check in. Do not hesitate to contact us and we can always ask maintenance for you.

N.B. Please do not leave air conditioning units on when you are not in the room or villa. This poses a serious fire hazard and at the very least a good chance the fuse will be tripped.

We do reserve the right to charge for excess use of air con or electricity.

Smoking;

Please note smoking is not permitted inside our properties but is allowed on the terraces unless otherwise stated – **please use ashtrays provided.**

Additional Information:

Health and Safety: please be aware the floors are hard and totally unforgiving, so do take care when moving around the properties – there are different levels and thresholds. Care should be taken on staircases. Be careful on exterior steps and do take care when areas are wet especially around the swimming pool.

Please be advised that it is your responsibility to always supervise your children. The pool and its surrounding areas pose a threat if care is not taken. May we also draw your attention to the danger an infinity pool poses to both adults and children. It is unsafe to climb upon the edge and care should be taken if using inflatables or 'noodles' near this area.

Towels, Linen and Cleaning:

Unless otherwise stated your accommodation will be cleaned and fresh towels and linen will be provided on a weekly basis.

If you require further cleaning or fresh towels and linen this is certainly possible, however an extra fee is charged. We request that you kindly book this in advance of your stay; cleaners are extremely busy during peak season.

Maximum Occupancy:

We must know in advance the number of guests in your party and these numbers must be adhered to and should not exceed the maximum occupancy permitted by the owner.

Our owners for legal and safety reasons need to be aware of this and reserve the right to make additional charges for any extra persons staying in their property.

Unless previously agreed this charge will be £150/person/night.

REVIEWS, COMMENTS & COMPLAINTS:

We aim to provide a great service to our customers, and we welcome any comments (good or bad) that you may have about your stay and our service. We will respond as soon as we can, simply email **julia@holidayhomesturkey.co.uk**.

We'd love a testimonial or review if you've had a great time, please feel free to add to Google Reviews or Facebook – both accounts are called HOLIDAY HOMES TURKEY.

If you have a complaint, please let us know in the first instance if it's during your holiday.

For official purposes this should be written in email format.

Please note all complaints and claims are regulated by UK law and cannot be upheld outside the UK by non-UK regulations, authorities, or courts.

<u>GDPR</u>

HOW WE COLLECT PERSONAL DATA

- Through paper forms you have completed
- Via our website contact forms
- Through emails and text or social media messages you send to us, or that we send to you
- During our conversations with you, whether in person or on the phone
- Through your use of community forums in which we participate
- Through personal referral of you to us from your contacts

WHAT PERSONAL DATA IS COLLECTED?

We collect all or some of the following personal data:

- 'Sensitive' personal data. Due to the nature of Turkish villa rentals we are required by law to hold your full passport details for this in the same way a hotel is required to do so.
- We also require your full address and contact details as requested on our terms & conditions

HOW WE USE YOUR PERSONAL DATA

- To reply to and deal with any questions, suggestions, issues, complaints or disputes you or our clients have contacted us about.
- To respond to any social media posts or other public comments you might make, whether they are directly to us or about us, our websites, services or other activities
- To protect you and our business from any potentially criminal behaviour, including fraud
- To tell you about any changes to our services and website. For example, if we change our terms and conditions or this privacy policy

SHARING OF YOUR PERSONAL DATA

We do not share your personal data with any other third party except for villa owners/managers, our tour operators/transfer company or Jandarma (Turkish police who check identities of villa guests) for the sole purpose of identity checks. They are not permitted to contact you for any reason other than identity checks.

• In the UK - The police, local authorities, Her Majesty's Revenue and Customs (HMRC), the courts and any other government authority if they ask us to do so (but only if it is lawful)

SOCIAL MEDIA, BLOGS AND REVIEWS

Any social media posts or comments you send to us (on our Facebook page, for instance) will be shared under the terms of the relevant social media platform (e.g. Facebook or Twitter) on which they're written and could be made public. Other people, not us, control these platforms. We're not responsible for this kind of sharing. So, before you make any such remarks or observations, you should review the terms and conditions and privacy policies of the social media platforms you use. That way you'll understand how they will use your information, what information relating to you they will place in the public domain and how you can stop them from doing so if you're unhappy about it. It's worth remembering too that any blog, review, or other posts or comments you make about us, our products and services on any of our blogs, reviews or user community services will be shared with all other members of that service and the public at large.

You should take extra care to ensure that any comments you make on these services are not offensive, insulting or defamatory. Ultimately, you are responsible for ensuring that any comments you make comply with any relevant policy on acceptable use of those services.

HOW LONG DO WE KEEP YOUR INFORMATION?

If you register through our database, we will keep the personal data you share until you tell us not to.

WHAT ARE YOUR RIGHTS

You have various rights about the processing of your personal data

- The right to be informed. You have the right to be informed about the collection and use of your personal data. We do this through this privacy policy. If there is a requirement for any additional data protection information, we will advise you of this when we speak to you
- The right of access. You have the right to access your data and any supplementary information. You can request details of the personal data we have about you by submitting a subject access request in writing to <u>enquiries@holidayhomesturekey.co.uk</u>
- The right to rectification. If you think that any data we hold about you is incorrect you can request either verbally or in writing for it to be rectified
- The right to be forgotten. You have the right to have your personal data erased if the personal data is no longer necessary for the purpose which it was originally collected or processed for. If you originally gave consent for your data to be held you can withdraw consent. We reserve the right not to comply with any enquiries or requests we receive about the information we collect, where we may lawfully do so.
- The right to object. You have the right to object to the processing of your personal data.
- The right to restrict processing. You can request the restriction or suppression of your personal data under certain circumstances.

More information on your data protection rights can be found on the ICO website www.ico.org.uk/for-thepublic/

If you have any worries or complaints about the way we use your information, please don't hesitate to get in touch with us. We'll do our very best to set your mind at rest or if anything is wrong to put things right. And if,

for whatever reason, you feel we're not meeting the exceptionally high standards we expect of ourselves, you're within your rights to tell the UK Information Commissioner's Office (ICO).

USING OUR WEBSITE

Every user who visits our site does so at their own risk. We offer no guarantees as to the accuracy or completeness of the information on our site and assume no responsibility for any errors or omissions in the contents of the site. Please note availability of villas should always be checked by request to julia@holidayhomesturkey.co.uk or call us on +44 (0)7812 575 325

Additionally, we cannot be held responsible for the presence or absence of computer viruses or other bugs which third parties may embed in or attach to this Site without our knowledge or consent. No parties, including Julia Sondack or Holiday Homes Turkey or any other involved in the creation, production or delivery of this site, or whose materials or information appear in this site assumes or accepts any liability for any costs, losses, damages arising out of the user's access to our site or with the unavailability or failure of performance of this site for any reason.