

# KALAMAR MELTEM APARTMENTS

## Booking Terms and Conditions

**Covid-19 Update: Please be assured that the safety of all our residents is important to us. Due to the pandemic, changing regulations/guidelines may mean that the use of some areas of the site may be restricted or closed. We are also asking residents to be mindful of the guidelines regarding washing hands regularly, sanitizing hands, showering before using the pool, sanitising hands and feet before using the pools and observing social distancing measures. Please be aware that the use of the facilities and staying at the apartments are at your own risk. We accept no liability for deaths, accidents, injury, sickness, damage or loss of personal belongings for you or members of your party**

**Covid-19 Güncellemesi: Lütfen tüm sakinlerimizin güvenliğinin bizim için önemli olduğundan emin olun. Pandemi nedeniyle, yeni düzenlemeler / yönergeler, sitenin bazı alanlarının kullanımının kısıtlanmış veya kapalı olduğu anlamına gelmektedir. Ayrıca konut sakinlerinden düzenli olarak ellerini yıkamak, elleri dezenfekte etmek, havuzu kullanmadan önce duş almak, havuzları kullanmadan önce elleri ve ayakları dezenfekte etmek ve sosyal uzaklaşma önlemlerini gözlemlemekle ilgili kurallara dikkat etmelerini istiyoruz. Tesislerin kullanımının ve dairelerde kalmanın kendi sorumluluğunuzda olduğunu lütfen unutmayın. Sizin veya partinizin üyeleri için ölüm, kaza, yaralanma, hastalık, hasar veya kişisel eşya kaybı için sorumluluk kabul etmiyoruz**

In these Booking Conditions "You" or "Your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "Us" or "Our" means the owners or the Agent of Kalamar Meltem Apartments

The holiday maker, You, are dealing directly with the property owner, who has requested that Feray Yılmaz (the Agent) act on their behalf.

Once a provisional booking of the accommodation has been made, the booking form, together with the appropriate deposit, should be received by the Agent on behalf of the owner.

We do our utmost to provide You with accurate descriptions and illustrations on Our Websites and any other information we give. However, we do not warrant or accept any responsibility for views, opinions, recommendations, or comments expressed by Us or others.

Whilst every effort is made to ensure the information, comments and descriptions on Our Website or otherwise supplied, is accurate, we cannot accept responsibility for errors contained therein or thereof. The information is, to the best of our knowledge, correct at the time of publication, however, some of the information contained relates to factors which are beyond Our control, such as airlines, airport transfers, restaurants etc. Details of such establishments may change without Our knowledge and cannot be absolutely relied upon.

**1 – Payment** If you have booked the apartment through Airbnb, VRBO, Holiday Lettings or another site, then you will need to refer to their payment terms and conditions. Otherwise, in the first instance

please contact us to check on availability. Availability will be confirmed either by email or by telephone. A booking form will be emailed to you. To confirm a booking a non-refundable deposit of 30% of the total price is required within 48 hours of confirmation of availability to secure the property. On receipt of the deposit (or full payment if applicable), we will send you a booking confirmation, which establishes our contract with you. Payment of the deposit constitutes acceptance of the booking conditions. Please check the details and contact Us immediately if there are any errors or omissions to any information which appears on the Booking Confirmation or any other document, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of its transmission. You will be required to pay the balance at least 10 weeks (70 days) before departure. For bookings which take place within 10 weeks (70 days) of departure, the full amount will be required together with the refundable damage deposit. Directions to the property and key arrangements will be sent to you when the balance of payment has been received. If you fail to pay the balance when due, we will treat your booking as cancelled. For cancellation policy please see paragraph 6.

The payment is only for the use of the agreed apartment and its facilities for the agreed dates and number of people. It does not cover the cost of air fares, any transport, transfers to and from the airport, any excursions whatever distance or cost of taxis, food, cleaning, washing products, Covid-19 testing and any other unforeseen costs.

**2 - Payment Methods** We accept debit cards or credit cards paid via the PayPal system. Payments by credit card may be subject to a 4% additional charge. Details of payment will be sent on receipt of confirmation of payment method. (Not applicable to booking made through Airbnb, Holiday Lettings or other sites where you make direct payments)

**3 – Booking Fee** A fee of £35 may be added for international bank transfers. (Not applicable to booking made through Airbnb, VRBO or Holiday Lettings or other agents who will have their own charges)

**4 – Prices** All prices given are in Sterling (£) and the rental price is weekly unless otherwise stated. We will reserve the right to change the prices published. This will not affect the price of your booking. The price is for rental of the accommodation and its facilities, including use of electricity, gas and water for the agreed period only. It does not include the cost of any flights or transfers to and from the apartment.

**5 - Amendments by you** If you wish to modify your booking, we will do our utmost to make the changes. We reserve the right to charge a £50 fee for every modification you make. Modifications may be subject to cancellation charges. If you change venue this will be classed as full cancellation and charges will be applied accordingly (Please see paragraph 6)

**6 - Cancellation and fees** If you have booked directly through Holiday Lettings, VRBO, AirBnB or another intermediary site, you will need to adhere to their cancellation policy, otherwise, Cancellations must be made in writing from the person who agreed the rental agreement and will take effect the day such modification is received. Cancellation charges are as follows:

- Deposit: non-refundable
- 50% of the rental price if the cancellation is made more than 10 weeks before the arrival
- 75% of the rental price if the cancellation is made between 10 and 8 weeks before the arrival
- 100% of the rental price if the cancellation is made 8 weeks or less before the arrival

Cancellations must be received by us in writing at least ONE WORKING DAY prior to the above day. Any refunds due regardless of what your original payment method will be refunded by cheque or bank transfer if preferred.

If you need to cancel your reservation due to the Covid-19 pandemic, such as flights being cancelled or Government enforced restrictions either in Turkey or from the country you are travelling from, you

will receive a full refund less any bank/credit card charges. Alternatively, you will be given the option to re-book your stay at a later date. No refund will be given for stays booked within three weeks of arrival unless there is some extenuating circumstances relating to Covid-19.

**7 – Kalamar Meltem cancellation** In the unlikely event we have to cancel your booking we will endeavour to offer alternatives of similar standard without any extra charge to you. If our alternatives are not suitable to you, or we are unable to do so, we will refund the monies paid by you for accommodation only.

**8 – Responsibility** The descriptions in our web-site have been prepared in good faith to give an overall impression of the apartment, facilities and surrounding area. However, we cannot guarantee that all apartments, their facilities, the apartment complex communal area or the locality will be exactly as stated. Furthermore, we cannot accept any liability in respect of injury, loss, damage or a spoilt holiday, however caused. Any valuables are left at your own risk. Our liability for affiliate to provide the service promised is limited to the value of the booking in all cases. Kalamar Meltem Apartments accepts no liability for events caused as a result of acts of God, Governments, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the Government or local authority, explosions, floods, tempest, hostilities of war, political unrest, riot, civil strife, industrial dispute, natural or nuclear disaster, fire, theft, epidemics quarantine, medical or customs regulations, technical or administrative problems with transport, closure of airports, breakdowns with machines and equipment, adverse weather conditions, water shortages, electricity cuts, no internet connections, no WIFI or any other circumstances outside of our control and could not have been avoided even with all due care. We are unable to accept any liability for any delay, transportation to and from your accommodation. In such circumstances, you may be able to make a claim under your insurance policy. Neither the Agent nor the Owner can be held responsible for the breakdown of mechanical equipment such as pumps, boilers, internet connections, swimming pool filtration systems, washing machines, dishwashers, irons, hair dryers, television, dvds, satellite tv etc nor for the failure of public utilities such as water, gas and electricity. Neither the agent nor the Owner are responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond Our control. Neither the Agent nor the Owners accept any responsibility or liability for the standard or quality of Your holiday.

**9 - Complaints** In the unlikely event that a guest has any problems during their stay, they must report it immediately to our Representative. If a satisfactory solution is not reached please contact Us immediately. We shall attempt to resolve the matter immediately, but if you remain dissatisfied you must write to us, setting out the nature of your complaint within 14 days from the end of your holiday. A failure to notify us during the holiday may mean that we will be unable to resolve the dispute after you return home. We undertake to respond to Your complaint within 14 days and to do Our best to resolve the matter to Your satisfaction. Please note that minor maintenance issues can generally be resolved by our Representatives or Property Supervisor. Until we know of a complaint or problem, We cannot begin to resolve it. Most minor problems can be dealt with and satisfactorily resolved quickly. The Agent will do their best to help resolve any justifiable complaints regarding the accommodation by You, however, if the matter remains unresolved the Agent will pass the matter to the owner. Disputes arising out of, or in connection with the accommodation which cannot be amicably settled must then be taken up with the Owner. If You vacate the property before the end of the rental period without Our authorization, You shall lose any rights to compensation if any due.

**10 - Contact** In the event that you experience any problems during your holiday you will be provided with a contact name and number of an agent that looks after the property at the location whom you should contact in the first instance. If unable to do so please contact Us.

**11 - Arrival and departure** Your check in time will be after 4pm on the day of arrival, or as soon as possible after this time. Early admission to the apartment may not always be possible as the property needs to be cleaned and prepared for guests' arrival. We shall do our best to make suitable arrangements if the apartment is not available but cannot always guarantee to do so.

Your check out time will be 10 a.m. on day of departure.

Providing other clients are also not arriving/departing at the same times you will usually (but not always) be allowed to remain in the apartment(s) to an agreed time. We can generally be flexible on these if given due notice and will try to make suitable arrangements if there is a cross over. Please let us have your flight details as soon as possible.

Late departure or early admission may be liable to an additional charge. Please state at the time of booking if you wish for a late check-out and if possible we will try to arrange this for an additional charge.

**12- Breakages and Damage** You are liable for any breakage, damage or loss to the property, its contents and common areas whether the breakage, damage or loss is accidental or deliberate. All repair, breakage and damage costs will be deducted from the Security Deposit (see Clause 13). We have the right to invoice You or charge to Your credit/debit card the balance for all breakages, damages or losses in the event that these costs exceed the Security Deposit

**13 – Security deposit** A Security deposit of £150 (or EURO equivalent based on the days exchange rate) per apartment, is paid by you prior to your arrival at your accommodation. This will be added to your final payment. The Security deposit will be returned to you after your stay by cheque, PayPal or bank transfer (if preferred) within two weeks of your departure date. A deduction will be made for breakages or damages. Our Representative will inspect the property prior or soon after your departure. If, in the unlikely event you cause damage which is over and above the amount paid for the security deposit, it will be your responsibility to cover the total cost of repairs.

**14. Keys** If keys are lost, broken or taken during your stay or on Your departure from the property we will deduct the sum of £60.00 from the Security Deposit to cover the cost of replacement keys and/or locks.

**15 - Care of property** The property will be cleaned and supplied with fresh linen and towels prior to your arrival. Please note for those guests staying more than one week the apartment will be cleaned once a week. There will be an additional cleaning charge for stays less than 6 nights. If you wish for additional maid service (cleaning/washing/ironing) please state on your booking form.

Please treat the property with utmost respect; you are expected to leave it in the same condition as upon arrival. The Representative will inspect the property prior or soon after your departure.

You accept responsibility for any damage or loss caused by You or any member of Your party. Full payment for such damage or loss (to the extent of exceeding the Security Deposit) must be paid direct to Us. If You fail to do so, You will be responsible for meeting any legal costs We incur in full, in recovering full payment from You.

Please report any damage to fixtures and fittings on arrival (within 24 hours) to our local Representative

In some instances there may be items clearly set aside in a storage area that are the owner's personal property. Guests are asked to refrain from opening & using these items.

**16 - Behaviour** We expect all guests to have consideration for other guests and third parties. This includes avoiding making excessive noise. If in our reasonable opinion or in the reasonable opinion of any other person in authority, You or any member of Your party behaves in such a way as to cause or be likely to cause damage, upset, offence or distress to a fellow guest or to any third party or damage to the apartment, or in any way damage the reputation and/or goodwill of Us, We will be entitled, without prior notice, to levy a fine and/or terminate the occupation of the persons(s) concerned. In this situation, the person(s) will be required to leave the apartment immediately. We will have no further responsibility to such person(s). No refunds will be made and We will not pay any expenses or or

costs incurred as a result of such termination. We ask that noise levels are kept to a minimum between 10.30pm and 9.30 a.m.

Please read our few rules in your Welcome Information pack on arrival at the apartment.

**17 - Children** You must accept responsibility for the behaviour and welfare of any children in Your party. Every effort is made to ensure safety in the property, however, any children staying at the property do so at Your risk.

We have a limited number of cots and high chairs available for hire. If required, please request these in the Booking Form and will try to supply these, although cannot guarantee it.

**18. Smoking** We have a non smoking policy inside the apartments and ask that guests respect this. If guests must smoke please do so outside on the balcony. Ashtrays and bins are provided in the communal areas and we ask that these are used. We ask smokers to be considerate of those who do not smoke, particularly children, and to not leave cigarettes, matches or lighters lying around.

Guests found smoking inside the apartment may be subject to a £300 fine.

**19 - Pool Rules** We ask that all guests observe the Pool Rules found in your Property Information Folder and by the Pool Side. This is to ensure that our guests' enjoyment of the Pools and communal areas are not spoiled by inconsiderate behaviour, as well as trying, as much as possible, to ensure the safety of all. We ask all guests to ensure that noise is kept to a minimum between 10.30pm & 9.30a.m, particularly in the pool areas.

Use of the swimming pool is entirely at Your risk. We accept no responsibility for damage or injury to any persons using the swimming pool at Kalamar Meltem Apartments. We would also advice that you do not use the pool before 9 a.m. as the pools are being maintained during early morning periods.

Children under the age of 10 (or non-swimmers if older) must be accompanied by a parent or a supervising adult at all times, when using the swimming pool. Supervision is not provided at any time by Us.

Diving, jumping, bombing into the swimming pool, running or pushing around the poolside area is strictly prohibited.

Only plastic glasses & plates are permitted for drinks & food around the pool.

It is strictly prohibited for You to use the swimming pool under the influence of alcohol.

Babies/toddlers who use diapers/nappies should only be allowed in the pool with swim (waterproof) nappies

We ask that guests show due consideration to other guests and locals whilst sunbathing, so as to not cause any offence

Please note that the pool is NOT operational during November to end March, except under special arrangements upon request.

**20- BBQ** The barbecues must left as found, if not, a cleaning surcharge of £35 will apply. Both charcoal and gas barbecues are used at Your own risk. We take no responsibility for any damage or injury caused by the use of this facility.

**21. Roof Terrace** The roof terrace is an ideal spot for relaxing & drinking. However, to ensure that our guests' enjoyment of the Roof Terraces and communal areas are not spoiled by inconsiderate

behaviour, as well as trying, as much as possible, to ensure the safety of all, We ask all guests to ensure that noise is kept to a minimum between 10.30pm & 9.30a.m.

Children under the age of 12 must be accompanied by a parent or a supervising adult at all times, when using the roof terrace.

Climbing onto the walls or balustrades is strictly prohibited.

Please ensure that all your litter, bottles, plates & glasses are cleared away.

Any food or drinks left in the bar /kitchenette area is at Your risk.

Please return any items belonging to the apartment you are staying in back.

**22 – Liability and Insurance** It is a condition of accepting Your booking that all members of Your party have adequate travel insurance cover. Please ensure that it covers all aspects of necessary insurance including medical expenses, accident, personal and emergency repatriation as well as theft.

We accept no liability for deaths, accidents, injury, sickness, damage or loss of personal belongings for you or members of your party.

**23- Personal Belongings** We are at no time responsible for the loss or damage to Your personal items, including money. Personal items remain the sole responsibility of You.

**24 – Car Hire**– We do not accept any responsibility for any car hire services. The contract is strictly between You and the Car Hire company. While we should be made aware of any complaints immediately, they should also be directly addressed to the Car Hire Company.

**25 – Transfers/Excursion Services** We do not accept responsibility for any of these services. We are merely referring and assisting You with an extra service not run by Us but by a third party company. While we should be made aware of any complaints immediately, they should also be directly addressed to the Company. Please be aware that you may be subject to a cancellation fee. A minimum of 96 hours cancellation notice must be given. If a transfer is booked, and you wish to cancel the transfer, the notice period will be at the discretion of the transfer company but a minimum of 96 hours would normally be required.

**26 - Visas and Passports** It is a condition of Your booking that You ensure that You and all of Your party are in possession of a valid passport and obtain the necessary visas to allow entry into Turkey. All British citizens over the age of 16 require a full 10 year passport with at least 6 months validity. All children under the age of 16, including newborn infants, require their own passport unless they are already included on a parent's passport. Children included on a parent's passport cannot travel without the adult and any children under 16 travelling without their parents require their own passport. Any costs or fines incurred due to failing to meet such requirements will be the sole responsibility of You. We do not accept any responsibility if You cannot travel because You have not complied with any passport, visa or immigration requirement. Visas for Turkey can now be obtained on line at [www.evisa.gov.tr](http://www.evisa.gov.tr) Please visit the official government websites for information on travel requirement to and from the countries you are travelling to and from.

**27. Passport/Nufus/ID Information** Due to changes in the Turkish legislature, owners are now required to register with the local Janderma regarding their rentals. As such, owners are now required to provide passport or ID details of all guests staying at their property. You will therefore be asked to provide this information, where possible before your arrival date to the Agent or the Owner. Please

note we cannot take responsibility for your data being passed on by the Janderma or other Government officials.

**28 - Number of occupants** The total number of guests staying at the property may not exceed the number of sleeping places specified on the booking form. The owner reserves the right to refuse entry or evict the entire party if the number of persons occupying a property exceeds the number stipulated on the booking form.

**29 – The Agent** – It should be noted that the Agent is acting only to arrange the booking on behalf of the Owner and does not accept responsibility for the accommodation. Please see Section 9. If You have a complaint regarding the accommodation you must contact the Agent and the Representative immediately who will liaise with the Owner and do their best to resolve the issue.

**30 - Data protection** All information provided to Kalamar Meltem Apartments will remain confidential and used only for client purposes and will only be passed on to the owner of the accommodation you have chosen.

**31 – Contract** This contract is made on the terms of these Booking Conditions. Payment for the property rental constitutes your acceptance of these Booking Conditions.