



Booking Conditions

These Booking Conditions are agreed between Kalkan Secrets Limited, acting as the agent of the Property Owner, and Holidaymakers who book the Property referred to in the booking quote to which this document is attached. "We", "us" or "our" are references to Kalkan Secrets Limited, acting in all times as the Owner's Agent. "You" or "your" are references to the person making the booking and all members of the holiday party. Any booking is subject to the conditions below. These Booking Conditions form the basis of your contract with us and the Property Owner so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

For the avoidance of doubt, these Booking Conditions shall apply to any booking made through Kalkan Secrets Limited and shall take precedence over any booking conditions published on other third party websites that may from time to time feature the property you are booking. These Booking Conditions shall not apply where your booking is made direct with the Property Owner and they provide you with their own Terms and Conditions.

1. Making your booking

To book the Property with us you should make the payment specified in the initial quote we email to you (the "Quote"). If the Quote stipulates that you must pay an initial deposit (the "Booking Deposit") followed by a balance payment (the "Balance Payment"), you must make both payments within the time periods specified. If the Quote asks you to make a payment in full, you must pay the full amount by the due date. If the Quote specifies that any damage deposit (the "Damage Deposit") and/or any other fee(s) ("Other Fee(s)") is payable, you must also make that/those payment(s) within the specified period.

Once the Booking Deposit or full payment has been received by us, you will receive an email confirming the Booking. The contract between us shall only be formed when you receive the payment confirmation email and is subject to these Booking Conditions. You should carefully check the details of your Booking before making a payment, as well as the confirmation email, and inform us immediately of any errors or omissions. Payment by you of the Booking Deposit shall be taken as your agreement to the Quote, the Payment Schedule, the Cancellation Policy and the Booking Conditions.

2. Paying for your booking

Where you have only paid a Booking Deposit, you are required to send to us your Balance Payment and the Damage Deposit and/or Other Fee(s) within a certain period prior to the arrival date specified in your Quote (the "Arrival Date"). If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you.

The Damage Deposit may be used for any repair and/or replacement of the Property, furnishings, fixtures, fittings and contents that are necessary after your stay. We shall return the Damage Deposit to you following the return of the keys to us or our agent, less any deductions in accordance with the conditions listed above. Any Other Fee(s) shall be described in the Quote and are non-refundable.

3. Cancellation Policy

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation shall not take effect until we receive confirmation in writing or via email from you. Guests cancelling up to 8 weeks before the start of the holiday shall receive a refund of 50% of the Balance Payment. Guests cancelling up to 4 weeks before the start of the holiday shall receive a refund of 25%

Booking Conditions

of the Balance Payment. Guests cancelling within 4 weeks of the Arrival Date shall receive no refund. The Booking Deposit element of the rental is always non-refundable.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking but unforeseen problems can arise, in which case we reserve the right to make alterations or, in extreme circumstances, cancel a Booking. If this does happen, we shall contact you as soon as is reasonably practical and inform you of the amendment to or cancellation of the Booking. If we cancel your Booking, we shall refund you any fees you have already paid to us. However, we shall not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

5. The Property

You may arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the Departure Date we have confirmed to you. We shall let you know these times on the Booking Information form and/or by email. Unless otherwise specified, the arrival time is 15:00 on the Arrival Date and the departure time is 10:00 on the Departure Date.

If your arrival is delayed, you must inform us immediately so that alternative arrangements may be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by noon on the day after the Arrival Date and you have not advised us of your anticipated late arrival, we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. See the Cancellation Policy.

6. Your obligations

You agree to observe and comply with any stipulations and conditions set out in these Booking Conditions, the Property Information Manual provided to you and any other regulations reasonably specified by us from time to time, and to ensure that such stipulations and conditions are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition and you agree not to remove any such items from their original location. You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property and possessions.

You shall not allow any animal(s) to enter the Property.

You shall not smoke within the Property. Smoking is permitted outside of the external walls of the Property but an ashtray must be used at all times and all cigarettes must be fully extinguished in the ashtray after use.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

Unless you have received our prior permission, you may not allow more people to stay in the Property than confirmed on the Booking Information form, nor may you significantly change the makeup of the party during your stay in the Property. If you do so, we may refuse to hand over the Property to you,

Booking Conditions

or may require you to leave it. We shall treat any of these circumstances as a cancellation of the Booking by you, in which case we shall be under no obligation to refund you for fees already paid to us. Any refund shall be at our sole discretion. You must also comply with the requirements in **6a. Guest Registration** below.

You agree to allow us (or any representative of the Owner) access to the Property at any reasonable time during your stay for the purpose of essential repairs or in an emergency.

6a. Guest Registration

Holiday accommodation owners in Turkey are required by law to provide the authorities with the full passport details of each and every visitor staying in their property on a daily basis. You are therefore required to assist the owner in meeting these legal obligations by providing us with full passport details of each member of your party upon request. You must also inform us immediately of any change to the composition of your party.

Failure to comply with these requirements could result in the property owners receiving a substantial fine and, in such circumstances, they would be perfectly entitled to seek compensation from you to the extent that you have failed to provide the guest registration information requested in advance of your arrival or have failed to update us with subsequent changes to the composition of your party.

7. Complaints

Every effort has been, and shall be, made to ensure that you have an enjoyable holiday. If, however, you have any cause for complaint it is essential that you contact us **as soon as** the problem occurs so that the matter can be investigated with the Owner and, hopefully, resolved. It is extremely difficult (and sometimes impossible) to resolve issues unless we are promptly notified. Complaints of a transient nature (for example, regarding preparation of the Property or equipment malfunction) cannot possibly be investigated unless registered whilst you are in residence. If any complaint is of such a nature that it cannot be dealt with during your holiday, you must write to us with full details within 28 days of your Departure Date.

The details and images of Properties we advertise and promote on our website and other media have been checked by us for accuracy at the time of registration; we make regular checks to ensure the continuing accuracy of the details and images we promote. However, we cannot be held responsible for changes made to the Property by the Owner, which we have not been made aware of. We act at all times in good faith as the promotional agent of the Owner and any disputes regarding the accuracy of the information and images we publish must be taken up with the Owner.

7a. Circumstances beyond our control ("Force Majeure")

We cannot be held responsible for disruption to your holiday caused by circumstances beyond our control; such as, but not limited to:

- acts of God (fire, explosion, earthquake, landslip, drought, tidal wave and flood);
- war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- rebellion, revolution, insurrection, or military or usurped power, or civil war
- riot, commotion, strikes, go slows, lock outs or disorder
- failure of electricity or water supply at national, regional or local level

Booking Conditions

8. Our liability

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaking these Booking Conditions. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we shall not be liable for any business losses howsoever suffered or incurred by you. We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

9. Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us shall be dealt with by the Courts of England and Wales.

10. General

You may not transfer your Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent. If, at any time, any part of these Booking Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission. These Booking Conditions, together with the Quote, the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.

11. Privacy

YOUR PRIVACY IS IMPORTANT.

- Contact and other information essential to manage bookings is kept electronically and may be passed to the property owner and/or their authorised agents for booking purposes only. You consent to this by placing a booking.
- We commit to keeping any information we obtain from you in a secure environment.
- With the exception of passing identity information to the relevant Turkish authorities for the purpose of complying with local legislation, we never share your data with anyone outside the business and we never collect data about you automatically on our website.
- We retain your data only as long as is necessary for tax and insurance purposes or to fulfil legislative requirements.
- We do not store any credit/debit card details.
- If you agree to this when booking, we may send you updates, newsletters or offers from time to time. You can change this choice at any time.
- You have the right to see any information we hold about you on request.
- We conform to all applicable privacy legislation and are registered with the Information Commissioners Office; reference ZA364720.

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