

Cancellation and Refund Policy

PART 1

BEGINNING

PURPOSE AND NATURE

1. TURSAB Tourism Consumers Demand Evaluation Chart (Chart) is a resource to be used in the evaluation of the refund requests of the consumers in case of disruption or incomplete fulfillment of the promised or required services in the travel agency services offered by the travel agencies to the consumers.

1.1. The chart will be used for services called “package tours”, where the travel agency product, which includes at least two of the transportation, accommodation, city or environment tour, hospitality, accompaniment, welcome and rent-a car services, is marketed to the consumer under a single price and due to these features.

1.2. The schedule will also be used in the case of individual provision of any service within the travel agency activity offered by travel agencies.

1.3. In cases where tourism products such as accommodation or entertainment are offered to consumers independently by the manufacturers, the Chart can be applied by analogy. However, in such cases, it cannot be claimed that the solution of the problem was concluded according to the Chart.

1.4. The purpose of participating in Travel Agency services may be traveling and recreational, as well as commercial, religious, educational, health, meeting, sporting or cultural reasons. These situations do not prevent the application of the schedule.

APPLICATION FIELD LIMITS

Table 2 is applied in the evaluation of the travel agency services purchased by the consumer in relation to the trips that have taken place.

2.1. The Schedule cannot be used for requests regarding travel agency services that are not realized, not attended or canceled.

2.2. The provisions of this Schedule do not apply to the services that do not change the essential feature of the product for the purpose of purchasing the travel agency service by the consumer and that are discontinued based on the claim that the deficiency amount is below 50% according to this schedule.

PARTIES TO THE SCHEDULE

Table 3 is applied in the evaluation of requests from the parties regarding the events in which the product provider and seller are the travel agency and the other party is the buyer of the product and the beneficiary (consumer).

3.1. If the service is purchased on behalf of someone else, in case of difference between the person purchasing the service and the person participating in the service, the title of consumer belongs to the person benefiting from the service.

3.2. If the person benefiting from the service is not of legal age, his/her parent or guardian may use the right to apply on behalf of this person.

ORGAN TO APPLY

4. The fact that consumer requests are directly forwarded to the travel agency or to TURSAB, or to another authority, does not affect the application of the provisions of the Schedule in the evaluation of the request.

4.1. TURSAB Arbitration Board or Consumer Commissions take the provisions of this Chart as a basis in evaluating the consumer requests submitted to them.

4.2. This Chart is a reference source for the evaluation of consumer demands by Arbitration Committees for Consumer Problems or Consumer Courts, as it embodies the sectoral customs.

SCHEDULE AND ACTIONS FOR DAMAGES

5. The provisions of this chart cannot be applied for material and non-pecuniary compensation claims regarding the consumer's abandonment of the trip, cancellation of the trip by the product owner, due to the fact that the trip does not take place, the trip becomes unnecessary for the purpose of the entire trip or lacks essential elements.

EVIDENCE METHOD

6. The claim of incompleteness is taken into consideration if the elements promised to the consumer through advertisements, brochures and other promotional tools and the contract or the elements required to be required by the legislation and common custom are missing.

6.1. If the element subject to the claim of deficiency is not an element that should be required by the legislation and common custom, it must be proven with a written or printed document that this element is committed to the consumer.

6.2. The claim of incompleteness is proved by documents such as photographs and/or a report prepared with the signature of a person other than consumers.

CLAIM OWNERS

7. The claim of deficiency can be put forward by people who cannot receive the services they will receive and use due to this deficiency.

REPLACEMENT DISCOUNT

8. If the item that is the subject of the claim for deficiency is taken from another business by the product owner and presented to the consumer without any burden or inconvenience to the consumer, the total return is reduced by 50%.

CONCEPTS

9. The concepts in the table and some tourism terms express the following:

Chart: TURSAB Consumer Demand Evaluation Chart,

Tour: Scheduled organized activities of the travel agency including departure and arrival points

Travel Agency: 1618 p. Business established in accordance with the law,

Consumer: 4077 p. The consumer defined according to the law,

TURSAB: Association of Turkish Travel Agencies,

TURSAB Arbitration Board: Boards established in accordance with TURSAB's Bylaws and fulfilling their judicial duties in accordance with the provisions of the HUMK,

TOAR Committee: Consumer - Hotel - Agency - Guide Relations Committee

Guide: Persons who are defined as Professional Tourist Guides in the legislation of the Ministry of Tourism and who have a Professional Tourist Guide Badge,

Travel Agency services: For profit; Accommodation, transportation, eating, drinking, entertainment, transfer, excursions, sports activities, car rental services, ticket sales or reservations, tours in Turkey and abroad, meeting and congress organization in the country and abroad for domestic and foreign tourists, belief tourism, hajj and umrah organization, health and education organization abroad, etc. services

Single (Single person) accommodation: Single person accommodation in an accommodation facility,

Double Accommodation: Accommodation for two people in a double or double bedded room in an accommodation facility,

Triple accommodation: Accommodation in a double bed in an accommodation facility with an addition of a bed or in a room with a triple bed depending on the room situation,

Single Supplement: The difference paid for the use of the room by a single person in an accommodation facility.

Extra Bed (Extra bed): A bed placed in addition to the normal bed arrangement of the room in an accommodation facility,

(BB) (OK) (Bed and Breakfast) Accommodation: Accommodation that requires separate payment for room and other services including breakfast,

(HB) (YP) (Half Board) Accommodation: Accommodation consisting of two meals including breakfast and usually dinner together with the room, requiring separate payment for other services,

(FB) (TP) (Full Board) Accommodation: Accommodation that requires a separate fee for other services that include a three-course meal consisting of breakfast, lunch and dinner together with the room,

All Inclusive: Accommodation in which unlimited and free meals and beverages are served together with the room, within the framework of the conditions determined by the accommodation facility,

Reservation: The reservation process, which is made by specifying the type of travel agency service offered to the consumer, the start and end dates, and usually by taking a prepayment,

Voucher: Accommodation, transportation, guidance services, food availability etc. prepared based on the contract signed between the consumer and the agency. The document given by the consumer to the relevant person during the purchase of the relevant service, in which details such as

Check In: For the hotel; Usually after 12.00-13.00, settling in the accommodation facility, For the plane; On plane journeys, at airports, ticket control and baggage procedures before the specified time and getting boarding pass (boarding pass)

Check Out: Departure from the accommodation facility, usually before 12:00,

Open Buffet: The form of arrangement where guests or customers can take whatever they want from the pre-prepared buffet, in the amount they want,

Set Menu: Giving the same menu to all guests by creating a specific menu,

Continental Breakfast: Breakfast consisting of one of the hot drinks, juice, butter, jam and bread,

A la Carte: In the dining facilities, the meal is selected from the menu of the facility according to the customer's preference,

Animation: All activities carried out to ensure that customers traveling or staying in accommodation facilities have a pleasant time,

Beach: A flat area with facilities on the shores of sea, lake and river suitable for swimming and sunbathing,

By the sea: There is no building or any road through which vehicles pass between the sea and the accommodation facility,

Incentive Tur: For the motivation of various companies to their employees or dealers, etc. incentive trips,

Tour itinerary: The program given to the consumer before the trip, in which the facilities, meals, routes and transportation vehicles to be used, places to visit and see are determined in advance,

Package tour: The tour offered to the consumer under a single price of a travel agency product that includes at least two of the services of transportation, accommodation, city or environment tour, hospitality, accompaniment, welcome and rent-a car.

Panoramic tour: Excursions made by bus for the promotion of cities and usually without entering museums and ruins,

Extra tour: Half-day, full-day or night tour, which is prepared by including guiding, transportation and services and is subject to a separate fee, organized in the presence of a certain number of participants,

Tour Leader: An agent who speaks a language for international tours, who is the representative of the agency during the tour, who ensures that the tour is organized, the tour program is fulfilled, and the transfer and city tours included in the program are made,

City center: The place where all the needs can be met, shops, shopping centers, official authorities are located,

Walking distance: About 500 meters, which a normal person can walk without getting tired. distance of 1

Ruins: Natural events, war, fire, etc. ruins, city or ruins, ruins of an old, ancient settlement, destroyed by the influence of

Charter flight: A flight that is set on a special flight during certain seasons, holidays, holidays, the departure time of which varies according to the intensity of the airport traffic,

Scheduled flight: Flights that take place in line with a program on predetermined days and times,

No show: The amount to be paid if the customer cancels the services that he has made a reservation or purchased after the specified period or does not benefit from the services that he has made a reservation or purchased without notice,

SECTION 2 EVALUATION AND IMPLEMENTATION PRINCIPLES NOTICE OF LACK AND DEFAULT

10. If the claim of defect or defect is reported to the travel agency or facility officer during the trip and the defect or defect is not requested to be corrected, the refund amount is reduced by 50%.

JURISDICTION

11. The competent decision maker examining the return request has the authority to increase the total refund rate by 25%.

CALCULATION METHOD

12. The percentage calculation in determining the return rate is made over the service fee in case a travel agency service is provided individually, from the transportation cost in case of deficiencies related to transportation in package tours, and from the cost of transportation in case of deficiencies other than transportation.

12.1. If it is not possible to determine the transportation cost within the package price in international or domestic tours, 30% of the package price is calculated as the transportation cost.

12.2. In packages where transportation or other services are offered as a separate price, the deficiency of each service is calculated over the price of that service.

12.3. The deficiencies calculated separately for each service related to the package consisting of interconnected services are collected.

12.4. The total refund amount cannot exceed the package price. EFFECT OF SPECIAL SITUATIONS

13. Refund rates are the same for everyone and every event in the calculation. Special cases are reflected in the result within the framework of the principles in this table.

13.1. As the consumer has the right to interrupt the tour for just cause, in case of deficiencies in the matters guaranteed even though the travel agency informs the travel agency about his/her own personal characteristics such as diabetes, physical disability, etc. is increased.

13.2. If accommodation and other services are divided (such as Anatolian tour, Northern Europe tour) and deficiencies occur in some of the services and this deficiency does not exceed 10% in total, the refund request will not be taken into account.

13.3. In case the transportation covers at least 30% of the package tour period, the disruption in transportation is determined by the calculation made from the total package price.

13.4. In travel agency services sold in foreign currency, the return rate is calculated over the foreign currency subject to the sale.

13.5. Claims of deficiency that do not comply with the deficiency grouping in the calculation section and the deficiency cannot be applied by comparison with this grouping are not taken into account.

DISCONTINUATION OF TRAVEL AGENT SERVICE

14. If the defect or defect of the consumer demand is in the amount that requires 50% or more of the travel agency service, the consumer is right not to benefit from the service or to discontinue the service. In case of interruption of the travel agency service, consumer demand and compensation are calculated according to this schedule and the refund amount is increased by 20 percent. In tours that are rightly abandoned, the return fee is paid separately to the consumer. According to the Consumer Protection Law, if the termination of the contract by the consumer cannot be justified as a requirement of the situation, the price reduction is sufficient.

REPLACEMENT SERVICE OFFER

15. Even if the consumer has discontinued or completed the service due to deficiency or defect, the travel agency may offer additional service or a new trip or a discount to be applied on a new trip instead of a refund. The consumer is free to accept this or not. The discount to be offered for the deficiency cannot be less than the return rate stipulated in the schedule for this deficiency.

15.1. If the travel agency's additional travel proposal is accepted by the consumer, the claims for refund or compensation for the same event are deemed to have been waived.

15.2. The services to be provided to the consumer for compensation as an additional trip cannot be less than the services offered to other consumers participating in the same trip.

15.3. In case the consumer accepts the services or discount offered instead of the additional or deficient or defective service during the travel against the consumer's claim of deficiency or defect, the consumer is considered to have waived the claim of deficiency.

15.4. The offer of additional service or a new tour or a price reduction for a new tour does not bind the travel agency in case of rejection of the offer and does not constitute evidence against it.

REFERRAL RELATIONS

16. The consumer who alleges the defect claim may apply to the travel agency from which he/she bought the product or the travel agency that sells the travel agency service, or directly to the business that offers the defective service, regardless of who caused the defect.

16.1. The travel agency, which compensates for the deficiency, deficiency or defect against the consumer, recourses this damage to the transportation operator, accommodation facility or other businesses where this deficiency originates.

16.2. The ultimate responsible for the payments made for consumer demands arising from the fact that the services do not have the features required by the legislation is the enterprise that produces the deficient service. However, if the manufacturer has informed the travel agency that sold the service on time about this shortcoming, the responsibility lies with the travel agency.

16.3. The promised service does not bind the business that does not undertake these services.

SECTION 3 ACCOMMODATION SERVICES WITH ACCOUNT STATEMENT

17. In return for the following deficiencies and faults in accommodation services, the discount rates specified in the accommodation price are applied.

17.1 In case of accommodation in a facility with a lower standard than the accommodation facility standard subject to the contract; price difference between accommodation facilities + 10%,

17.2. Accommodation in a place different from the accommodation facility subject to the contract; 10% for the distance from 2 km to 10 km, 25% for the distance exceeding 10KM

17.3. The accommodation facility is at a different distance from the centers related to the purpose of travel (such as the beach, bazaar);

17.3.1. 10% for distance exceeding 5 KM

17.4. Offering a different room type to the consumer in the same accommodation facility from the room type specified in the contract;

17.4.1. Apart from hotel room, etc. 10%

17.5. The room-bed property is different from the one specified in the contract;

17.5.1. Refund of the entire fee in case of accommodation for two persons instead of a single accommodation,

17.5.2. Full refund in case of 3 persons accommodation instead of single accommodation,

17.5.3. Full refund in case of 3 persons accommodation instead of double accommodation,

17.6 In case of a one-night room-bed feature, the accommodation discount is calculated by dividing it by the number of days.

17.7. The technical and furnishing features of the rooms are contrary to the mandatory elements or the qualifications specified in the contract;

17.7.1. The absence of a bathroom and WC or being unusable 25%,

17.7.2. No view or balcony (in case of commitment in an advertisement, advertisement or contract) 10%,

17.7.3. No heating or cooling system, not working or not meeting the need 20% in winter or summer, (normal room temperature ~20-23 C)

17.7.4. Absence of hot water (~25 Co) 25%,

17.7.5. Absence of minibar and TV in case of commitment in an advertisement, advertisement or contract 10%,

17.7.6. Being dirty, unmaintained and lack of hauskeeping service 10%, 17.8%. Lack of common areas and features of the accommodation facility;

17.8.1. Absence or inoperability of heating and cooling systems 10% in summer or winter

17.8.2. 10% in facilities with more than ground +3 floors in case there is no elevator or it does not work,

17.8.3. No cleaning services 20%,

17.8.4. In case of commitment in an advertisement, advertisement or contract, 2% for each additional service, maximum 10% in the absence of additional services (such as massage, hairdresser).

17.8.5. In case of commitment in an announcement, advertisement or contract, 5% for each unit, maximum 10% in case of lack of units in the facilities (such as lack of sauna, tennis court, gym, golf, sailing, surfing, diving school and equipment),

17.8.6. If the Outdoor Swimming Pool is not available or closed for use (for summer months) 20%, if it is committed in an advertisement, advertisement or contract,

17.8.7. If an indoor swimming pool is not available or closed for use (for winter months) 20%, in case of commitment in an advertisement, advertisement or contract,

17.8.8. If it is promised in an announcement, advertisement or contract, there is no child care place and opportunity 10%,

17.8.9. In the absence of the promised Beach facilities in the advertisement, advertisement or contract, 30%

17.8.10. Except for the reasons arising from weather conditions, 25% in the season when the promised lifts do not work or there is no snow skiing technical opportunity,

17.8.11. Absence of therapy and thermal services in case of commitment in advertisement, advertisement or contract 30%,

FOOD AND ENTERTAINMENT

18. The following refund rates apply for deficiencies in food and entertainment services:

18.1. In case of commitment in an advertisement, advertisement or contract, the lack of entertainment place and opportunity (disco, night club, animation) 5% for each deficiency, maximum 10%,

18.2. 10% of the daily accommodation price for each meal that cannot be taken within the hours determined in the facilities in the food and beverage services

18.3. 15% if there is no sales unit that meets the needs of the customers in apart hotels outside the settlement centers,

ENVIRONMENTAL FEATURES

19. The following return rates are applied for deficiencies caused by the environmental characteristics of the facilities:

19.1. 30% if there is construction activity in the accommodation facility,

19.2. There is no open road between the accommodation facility and its outbuildings or places in the city and public use 15%,

19.3. 5% if there is an inconvenient open garbage area within 50 m of the accommodation facility,

19.4. The presence of a continuous and severe noise source within the accommodation facility is 5%,

TOUR SERVICES

20. In case of deficiency in tour services, the following refund rates are applied:

20.1. Not making a panoramic city tour if it is committed in an advertisement, advertisement or contract 5%

20.2. Absence of tour leader in tours for Turkish citizens in the country;

20.2.1. 25% in daily environmental tours,

20.2.2. 25% for overnight tours,

20.2.3. 40% on special interest tours,

20.3.1. In case of not stopping by, not entering, not visiting or visiting the museum and ruins determined in the tour program due to the change of the tour route in international tours, the archaeological site entrance fee + 10%,

20.3.2. In case of not stopping by, not entering, not visiting or visiting the ruins determined in the tour program due to the change of the tour route in domestic tours, the entrance fee to the ruins + 5%,

20.4. The promised service in the transportation vehicle during the trip, the lack of technical equipment is 5%,

20.5. 50% of the transportation cost in case the quality of the road transport vehicle is contrary to the contract,

20.6. Bad behavior of the guide, tour leader, driver and service personnel is 5%,

TRANSPORTATION SERVICES

21. In transportation by road, the following refund rates are applied for deficiencies in transportation services:

21.1. Delay of movement time more than 6 hours and up to 8 hours is 5%,

21.2. If the departure time is delayed for more than 8 hours, the cost of 1 day is calculated by the package price/day,

21.3. Taxi fare for the distance of the transfer, in case the transfer is not made, in case of commitment in the announcement, advertisement or contract.

22. In transportation by air, the following compensation methods are applied for the deficiencies in transportation services.

22.1. On scheduled flights,

22.1.1. Non-alcoholic beverage service for delays exceeding 4 hours,

22.1.1. Food service for delays exceeding 6 hours,

22.1.1. Accommodation is provided for delays exceeding 8 hours. The provision of these services is the responsibility of the airline and is under the guarantee of the travel agency.

22.2. In charter flights, changes that occur 24 hours before the flight must be notified to the passenger. In case of delays and changes that occur later, the rules regarding scheduled flights are applied.

It is required to be at the airport 2 hours before for international flights and 1 hour before for domestic flights, and the consumer cannot claim any refund or compensation due to delay.

* All prices posted are valid if there is a quota for the relevant product and may vary depending on the period you choose.