

ISTANBUL SHOPPING TRAVEL TOURS

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ISTANBUL SHOPPING TRAVEL TOURS

İSTANBUL / TURKEY

Tel: +90 545 - 517 3 000

Web: <http://www.istanbulshoppingtraveltours.com>

GENERAL TERMS AND CONDITIONS

Those who book a service through **ISTANBUL SHOPPING TRAVEL TOURS** are bound to be with the following as this constitutes full acceptance of these general terms and conditions by both our company and our esteemed clients/guests. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

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01-For Tour Operator Clients / CONFIDENTIALITY

This Tariff is strictly confidential and should in no way be used for comparison of prices with other parties

02. Tursab:

We are a Member of **TURSAB**, membership number 3006. We are obliged to maintain a high standard of service to you by **TURSAB**. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on **TURSAB**'s website www.tursab.org.tr

03-Our Tours and Rates:

On our price lists there are two different rates as "regular / seat-in-coach" and "private" ones in EURO/€. The main difference between these two is that there might be some other participants as well in a regular tour whereas private tours are made without any others rather than the clients who have booked it. Though private tours are relatively more expensive they are more convenient and flexible for the people who are keen on their privacy. Due to the fact that our regular tours can be booked until the very last moment we can never give you the exact number of the tour participants when asked in advance. It is also nature of the regular tours to combine some different tours having the same itineraries and therefore the guides and vehicles may be replaced with others at the time of touring.

On the price lists, **the first column refers to "regular/seat-in-coach" rates while the rest are based on "private" ones** and they are given on per person basis depending on the number of the participants. **One person private rates** do not include the single supplement fee and therefore is to be additionally charged.

Our private rates are given for up to 9 persons and if there become 10 or more participants a special rate will be given.

All the tax inclusive rates **that are valid exclusively for those except Turkish citizens** are given in **American dollar** and are **net** without commission and valid between **01.09.2011 - 31.03.2012**. **EURO/USD effective selling rate of the Central Bank** on the tour commencement day is taken into consideration on our invoices. **Departures are not guaranteed for the Turkish citizens who also hold the passports of the other countries as well as Indian, Pakistani and Middle East markets; please ask for this service in advance. Both regular and private rates quoted on this tariff will be surcharged 10% for the Indian, Pakistani and Middle East markets due to the operational complexities.**

All the tour rates include guidance in English (**Private tours can be carried out on the required language**), air-conditioned transportation and admission fees as specified on the itinerary, if otherwise noted. **Depending on the situation we can use a guide who can also drive at the same time or a separate guide and a chauffeur. ISTANBUL SHOPPING TRAVEL TOURS reserves the right to make decision in this respect without informing the other parties.**

All of our minimum 2-day tour rates include **accommodation at the designated hotels** on the specified basis. However, **we keep the right to change the hotels quoted under the tour details when necessary** (Without any surcharge). **If the hotel bookings are made by other parties than us only €15 per person/per night will be deducted from the total tour fee.**

The included meals on our tours are identified by letter codes in the tour descriptions as shown below. (However, all of our "private tours" are exclusive of lunch).

(B) = Breakfast (L)= Lunch (D)= Dinner

On our tours, no breakfast on the first day and no dinner on the last day are served unless otherwise noted.

Daily tours' rates do not include airport pick-up and drop-off fees while two day or longer ones cover pick-ups and drop-offs from/at the airports. (However, no surcharge for the private tours except the in-city tours)

Timings given for the daily tours are approximate ones and they are all subject to change. Pick-up times may vary depending on the number of the participants and hotel locations.

For all the accommodation included tours there will be 2 % discount for the third person who shares the same room with other two persons.

ISTANBUL SHOPPING TRAVEL TOURS provides every service a group may need, including (airline tickets, accommodations ranging from deluxe properties to budget hotels, pre-arranged meals, transportation, tour escorts, local guides or expert historians, tickets to concerts, theatre performances, and special events.

04-What your holiday price includes:

1. Return transport between resort airport and your chosen hotel as described
2. Bed & Breakfast accommodation in every chosen Hotel (only Istanbul), and in Anatolia or other cities Half Board basis.
3. Assistance of a **ISTANBUL SHOPPING TRAVEL TOURS** representative or local agents services in Airport.
4. Meal arrangements as specified in your invoice confirmation.
5. Entrance Fees and Guidance Services
6. Transportation in Non-smoking coaches.

05-What your holiday price includes does not include:

1. Holiday Insurance (Please make sure you are fully Insured) (only in Anatolia and while Round trips).
2. Personal expenses for additional services such as excursions, drinks, laundry, sun loungers, air conditioning (where charge applicable), sport, leisure and Spa facilities, telephone calls, internet facilities, safe deposits, mini bars etc. and any other services not shown as being included or free.
3. Flight supplements where applicable
4. All payments made to us by Credit Cards are subject to a 8% surcharge. No surcharge is made for deposits on Package Holidays or payments by Debit Card or Money transfer to our account number.

06-The Validity of the Prices:

While all care has been taken to ensure that all the quoted prices are correct, circumstances beyond the control of **ISTANBUL SHOPPING TRAVEL TOURS** may necessitate a change in the prices quoted. **ISTANBUL SHOPPING TRAVEL TOURS** reserves the right to adjust the price of any travel arrangements at any time due to the increases in the cost of fares, tours, exchange rate fluctuations, fuel surcharges, value added tax, etc. However, the quoted prices are guaranteed upon the receipt of full payment. Any further taxes to be imposed by the government further to the release of this **Confidential Tariff** may also cause the rates to change. When the updated tariff is released the previous versions expire.

All the specific quotes/proposals submitted by our company are valid for 30 days after the release date. Such proposals will be considered void unless converted into a reservation within this 30-day period.

07-Guaranteed (Seat-In-Coach) Tours Policy:

Our guarantee is given only for the bookings requested until 7 days prior to the commencement of the services though we will still do our best to carry out all the requirements even if they are forwarded to us at the last moment. However, **all the last minute booking requests forwarded within the last 7 days prior to the service commencement date need to be confirmed by us.**

Guaranteed departures are valid in case the guests join the tour on the very first day of the tour. Demands for joining to these tours at a different date and location are needed to be confirmed by us as a private rate will be applied if there become no other participants on these tours. However, further to our confirmation, if the already available participants cancel the tour and consequently no more people join the regular tour then **ISTANBUL SHOPPING TRAVEL TOURS** keeps the right to cancel the arrangements for the clients who will join the tour at a different stage rather than the original commencement date or to charge on private basis.

ISTANBUL SHOPPING TRAVEL TOURS also keeps the right to cooperate with some other travel companies that have a similar tour, if a necessity arises.

08-Minimum Person Requirement:

Some tours are subject to minimum person requirement. They need to be confirmed by us in advance. However, after the further confirmation if the rest of the participants cancel the trip at a later time and consequently there becomes less participants than the guaranteed number, **ISTANBUL SHOPPING TRAVEL TOURS** reserves the right to cancel any tour. On the other hand, if a guaranteed departure is restricted to minimum 2 persons and there is only one single participating person then this tour is made only with private rates. **Even if payment is made for total 2 persons in lieu of 1 single person this is not acceptable.**

09-The Sequence of the Visits:

Though our guides show the utmost care to follow the itineraries in the same sequence there might be alterations in the sequence of the visits to the scheduled sites and no refund can be demanded for that reason unless any sites or museums are missed. On the other hand, some visits can be carried out in rush or skipped (though not a common practise on our itineraries) during the short winter months (December, January and February) at which sun sets early evening.

10- Luggage Allowance

Every participant on our tours are allowed maximum 2 bags weighing no more than 30 kgs (66 pounds). Extra luggage can be accepted only when there is enough space on our vehicles. However, if there is no sufficient space for the third bag **ISTANBUL SHOPPING TRAVEL TOURS** keeps the right to refuse the extra luggage.

11-Exclusions on Our Services:

Our rates do **not** include passport and visa charges, travel and medical health insurance (This is recommended to be obtained in the origin country), excess baggage, all items not specifically mentioned as being included, and all items of personal nature such as laundry, telephone and other communication costs, all the beverages also including bottled water, tea and coffee, meals not detailed in the itinerary, and gratuities. Tips to the guides and drivers are customary and are left to the discretion of the guests.

12-Your Financial Protection:

The Package Travel, Package Holidays and Tours Regulations 2009/2010 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. When you buy an protected air holiday package (and/or flights from ALNI Tour Travel you will receive Confirmation Invoice from us (or via our authorized agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 3006

13-Booking Requirements:

We will sincerely appreciate whether a non-smoking room and a twin bedded or a French bed room are preferred is advised **at the time of the initial booking**. The further requests in these regards might cause the hotels to overlook these details. Despite the fact that we will do our best to accommodate our guests accordingly we do not assume responsibility about these problems since some hotels may not offer such conveniences.

Normally bookings should be made no later than 45 days prior to travel. Later bookings will require written verification from a **ISTANBUL SHOPPING TRAVEL TOURS** and prices may vary as a result..

14-Children Policy:

25 % discount is made for children between 03-10 years old while 0-2 years old ones are free on all the tours **even if these tours are daily ones**. (The discounts apply if the child shares the same room with their parents **as the third person** on the minimum two day lasting tours. **If a twin room is booked for children at the hotels then no child discount is applied**)

Please note in some hotels third bed only available as a portable / extra bed in a standard room and the room may be cramped. Children paying child prices do not count as an adult when calculating the occupancy of the accommodation and must pay all applicable supplements. The relevant discount applicable at each hotel is shown at the bottom of each price panel. Children who occupy a separate room on their own will not be entitled to a reduction and no reduction will be given on flight supplements. There is a minimal charge for children under 2 years of age for their flight, but no seat is guaranteed by the airlines. Please note child must be less than 2 years of age on the date of the return flight. The cost of the provision of food and cots is payable directly to the hotel

15-Smoking Policy:

Smoking is **strictly prohibited** in the tour vehicles. However, frequent stops are made so that smoking breaks may be taken outside the vehicles.

16-Payments:

All the payments should be received in full 7 days (for individuals) and 45 days (for groups of 10 or more) prior to the service commencement date through one of the options stated below. No services are rendered unless full payment is received prior to the service commencement date and no responsibility is assumed against the travellers.

The payments can be made through the following methods:

1- You transfer to one of our account numbers the details of which can be obtained on request.

All bank charges and fees need to be debited to the sender.

2- By a credit card through **VISA, MasterCard or American Express**. You may be billed in Turkish Lira at the current exchange rate and therefore the €URO amount you authorize might be slightly different than quoted by you on your credit card statement report due to fluctuations on the currency rates and the conversion commissions that may be charged by your bank.

€URO effective selling rate of the Central Bank on the tour commencement day is taken into consideration on our invoices. The pre-payments made in Turkish Lira should also reflect the €URO effective selling rate of the Central Bank on the payment date.

17-Holiday Price:

The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance are not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times.

The price of your travel arrangements was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 24th August 2011 in relation to the following currencies: **Euro 2.4874 / USD 1.8870.**

Changes in transportation costs, including the cost of fuel dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of €1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not purchased in local currency apparent changes have no impact on the price of your travel due to contractual and other protection in place.

18-Deposit and Final Payment

Full payment is required 15 days prior to client arrival. Failure to meet the payment schedule will cause cancellation of the booking unless authorization for later payment is made in writing from **ISTANBUL SHOPPING TRAVEL TOURS.** (Some hotels and services may require an alternate payment schedule which will be advised at the time of confirmation).

Once you agree upon a quoted price and itinerary, we require a non-refundable 30% deposit per group to begin the booking process.

If your booking includes air, we will advise you of the carrier's additional deposit requirements at the time of confirmation and the additional deposits for the land arrangements. Deposits for land are refundable only if **ISTANBUL SHOPPING TRAVEL TOURS** is unable to confirm the services offered. Air and land service deposits may have additional restrictions.

Prices are guaranteed upon receipt of final payment To avoid the possibility of a price increase due to these factors, we recommend submitting payment in full upon confirmation.

19-Credit Card

We accept cash, traveler checks and major credit cards.

20-Changes

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. If we can make such changes you will be asked to pay an administration charge of 15 %per person and any further cost we incur in making this alteration. The related change fees incurred by the hotels and airlines will also be additionally charged. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Departure dates can only be amended within the same season, otherwise normal cancellation will apply.

Note: Certain travel arrangements and Airline Tickets may not be changeable after a reservation has been made or if tickets issued. Any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

First change on the requested services is free. Last minutes changes just prior to the service commencement date or at the time of implementation stage cause a lot of problems and extra expenses for us. However, we always do our best to assist to our esteemed clients to comply with their last minute requests. Any extra costs for such requests should be settled right away while any refunds can only be worked out at the conclusion of the services - 15 days later after the completion of the overall services.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Up to 30 Days Loss of Deposit 30-56 Days 25% of Total Cost
30-21 Days 20% of Total Cost
21-10 Days 35% of Total Cost
10-05 Days %60 of Total Cost
05-03 Days %95 of Total Cost
03-01 Days %100 of Total Cost.

21-Vouchers

If the tour operator issues its own vouchers, **ISTANBUL SHOPPING TRAVEL TOURS** may specify certain information be on the forms in order that the voucher be recognized by local suppliers.

22. Local Services & Conditions:

Our representatives have been chosen for their local knowledge of the area and will provide details of visits to classical sights, local places of interest and boat trips. Any local excursions, entertainment and other services you book and pay locally are not arranged by us; our local reps are only able to act as a booking agent for the organisers. If in any way you are disappointed with them; the matter needs to be dealt with on the spot through the local organisers in the resort. Any problems or claims for refund or compensation needs to be resolved while your holiday is in progress, as such items do not form part of your holiday contract with us. It is possible that you will share optional excursions with other tour operators and nationalities. Please remember that the operation and supervision of overseas transport, property and other services are subject to local laws, regulation standards and codes of practice of the individual country concerned. In other European countries, legal and safety restrictions may vary from the high standards that we are used to in the U.K. Public holidays and religious festivals may also affect the availability of the resort and hotel facilities. The relevant national tourist office can provide the details of such events and further information regarding your holiday to Turkey and Northern Cyprus.

Our experience has shown that most **ISTANBUL SHOPPING TRAVEL TOURS** clients tend to be more independent and as we do not wish to invade your privacy, our representatives will not visit on a regular basis. Should you need to contact our local office for any reason, we provide all clients with the address and telephone number with your tickets and documentation prior to departure.

23-Receive Tour Documents:

Prior to departure you will receive a detailed itinerary with local contact information, and service vouchers.

The itinerary and vouchers are for use by the group leader.

24- Pick Up / Drop-Off Issues:

At regular tours, as a general practise, **pick up time on the tour commencement day is 08.30 at the airports and 09.30 at the cities**. Those who arrive at the airport before 08.30 should wait until the pick-up time. Those who arrive in train station in Ankara should also wait until 09.30 for the other participants of the group.

The general drop-off time is 16.30 at the cities and 17.30 at the airports on our regular (seat-in-coach) tours. Those who are scheduled to fly on later flights can be taken to the airport around our routine times and no responsibility is assumed for the long waiting hours at the airports or train stations (**We recommend private tours for such cases or drop-off plans at the city centers with a further extra transfer service**)

Regular tours are offered from only central city hotels and an additional transfer fee can be requested depending on the location of the hotels (For instance, airport hotels in Ankara and Istanbul, Asian side hotels in Istanbul as well as those located along the European bank of Bosphorus beyond the limits of the Bosphorus Bridge).

All of our services are supplied between 08.00-18.00 within the day. If further services beyond these limits are required by the clients at the spot, **ISTANBUL SHOPPING TRAVEL TOURS** will charge this from them directly, unless confirmed and charged at an earlier stage.

25-Availability Issues:

We are asked from time to time whether there is any availability on a certain date at a certain hotel. Unless we make reservation with regards to this request availability can never be guaranteed. When we ask to the hotels about availability and they say the rooms are available this is valid only for that very moment. The rooms can be imminent to any others right away. Therefore, we strongly recommend to ask for reservation to guarantee the room as otherwise the availability at that moment does not guarantee the room even for the requests to be made in the following few hours.

26-Early Check-In/Out Requirements:

The hotels cannot confirm this until the very last moment as this opportunity is possible only in cases when the hotels are not fully booked on the night prior to check in date or the night after the check-out date. Therefore it is not possible for us to confirm this well in advance and should be checked through the hotel at the time of arrival. However, most of the hotels will be helpful on this issue as long as they are convenient while a few of them like Hilton Hotel, Barçelo Eresin Topkapı, Ciragan Kempinski Hotel, Four Seasons Hotel and some other deluxe hotels will require some extra payment. For your information, the general check-in and check-out times at the hotels are 14.00 and 11.00/12.00 respectively.

27-Airport Arrival Issues:

Due to the delays emerging from lost luggage problems in the planes or passport problems at the Customs **ISTANBUL SHOPPING TRAVEL TOURS** cannot be held responsible and the guests can be waited up to maximum 30 minutes on the regular tours if some other participants are already awaiting in the tour vehicle. However, if there are no other participants awaiting or it is a private tour then our team will do their best to assist the problem to be settled.

All the visa formalities at the arrived airports should be processed by our guests on their own since our staff is not allowed to access this point.

Those who have lost luggage problems sometimes do not get through the Customs and inform our staff promptly about the case by just waiting inside for quite some time. Our staff is not allowed to get inside by the Customers authorities and therefore there is no chance for them to look for our guests. That there is nobody out could make our staff think that our guests were not in the plane as all the other passengers of the same plane were already out. Therefore we kindly ask our guests to go out of the Customs and inform our staff that they are still awaiting inside due to the luggage problem before inquiring the issue as otherwise our staff can leave the terminal after having waited 30 minutes further to the leave of the last passenger of the same plane and no refund is given on such a case.

As our transfer staff is not allowed to the point beyond the Customs our guests are supposed to deal with the luggage handling on their own. Once they proceed to the terminal meeting point they will be assisted properly. For the groups with more than 10 participants the portage will be paid by our transfer staff while individual travelers should settle this on their own.

While our team is already awaiting at the airport, some guests may have difficulties from time to time in meeting them on arrival to the airports due to the extreme crowd despite their names are written on the boards that are held by our staff and also due to the early landings of the planes. If the guests take a taxi to their hotel without extensively looking for our staff and calling our office promptly no refund will be given in case our staff is still at the airport. Similarly all the guests who arrive at the airport earlier than the scheduled time are supposed to contact our office as our staff arrives to the airport 15 minutes ago prior to the scheduled landing time of the planes. For the delayed flights our staff can wait up to **maximum 2 hours**. For further delays our guests are expected to take a taxi to their hotel without any refund from our side. However, if the delays are advised to us in advance then there is no problem at all as our transfer service will be amended accordingly.

[28-Missed Connected Flights:](#)

If the guests miss the connected domestic flights due to the late arrival of the international ones no responsibility is taken and all the extra costs are charged from the guests. Therefore short connection intervals between the international and domestic flights are at the risk of our guests.

[29-Air Tickets:](#)

We do not take responsibility for the air tickets that are not issued by **ISTANBUL SHOPPING TRAVEL TOURS** and any reconfirmations or follow-ups should directly be handled by the guests themselves. We can also not be held responsible for the flight changes/cancellations incurred by the airlines.

[30-Airline Clause:](#)

We always consider the original departure schedule that is advised to us by our contacts. If the final departure details are different than what is given to us and we are not informed in this regard on timely manner we do not take responsibility for any inconvenience that may emerge on the airport transfer services.

Concerned airlines and their agents and affiliates are not to be held responsible for any act, occurrence, or events during the time passengers are not on board their aircraft. The passenger ticket constitutes the sole contract between the airlines and purchaser of these tickets and/or passengers.

[31-Hotel Rates:](#)

We give the utmost care to provide our colleagues with the most updated and current hotel rates list. However, on some certain periods like **New Year's Eve, Religious and National Festivals, Conventions, International Competitions, Special Anniversaries, etc.** almost all the hotels apply surcharge. Therefore, **ISTANBUL SHOPPING TRAVEL TOURS** keeps the right to revise the quoted hotel rates list at the time of booking. However, once the bookings are confirmed with their specific rates, no further charges are applied. Some of the blackout dates in Istanbul in 2010

[32-Passport & Visas:](#)

All the participants must have a valid passport for at least three (3) months with the appropriate tourist visa for the destination and/or transit country. It is the responsibility of the passenger to have the necessary documentation in their possession before travelling. Consult the appropriate consulate(s) for information on passport requirements. If the participant is unable to be on the trip or its part due to the absence of the documents required, he/she is obliged to cover any costs involved at his own expense.

We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please contact the destination countries nearest consulate for updated details on visa requirements.

At the time of printing our brochure, British Visitors need an entry visa for Turkey only and €15.00 per person is payable on arrival at the airport. Please note that Scottish and Irish notes, coins, cheques or credit cards will not be accepted and no change will be given. No Visa Required for North Cyprus.

Please contact the destination countries nearest consulate for updated details on visa requirements

[33-Health:](#)

Health facilities, disease and hygiene risks vary worldwide. You should take health advice about your specific needs as early as possible. As health advice changes continuously for up to date information, immunisation and health matters you are advised to consult your doctor.

34-Right to Refuse:

We reserve the right, upon reasonable grounds, to refuse any passenger any part of the tour services, the right to decline to accept or retain any person as a tour participant, should such person's health, mental or physical condition (or the person's general conduct) impede the operation of the tour and/or the rights, welfare or enjoyment of other tour participants. In such cases, our (or our agents') responsibility, if any, will be limited to the refund of costs for any unused tour services.

35-Lost and Left Items:

ISTANBUL SHOPPING TRAVEL TOURS assumes no responsibility for the lost and left items at the time of the tours. However, if anything is returned to us by the hotels and the other related parties we can ship these items on to the required addresses. Then, the full shipment fee is charged by us prior to the shipment of the item. For the credit card payments, a convenience fee of 2.5% of the shipment fee is added on to the total charges. We regretfully do not accept payments on the destination.

36- Our Liability:

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

a) The contractual terms of the companies that provides the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices.

37- Brochure

This brochure is our responsibility, as we are your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Every care was taken in ensuring that the information in the brochure is correct at the time of the publication. However, some minor alteration may arise and in such cases if we are forewarned we will make every effort to advise you as soon as reasonably possible.

This brochure was printed in August 2009 and valid between 'January 2010' to' December 2010

38-Cancellation Policy:

The notice of cancellations by participants should be given in writing, and all such cancellations will be effective on the date the written notification is received.

In the event of cancellation by a participant sharing same accommodation, the rate charged to the remaining participant will have to be increased to the "Single Occupancy" rate, unless we can arrange for a Shared Accommodation.

Cancellation fees / charges are agreed to be "Liquidated Damages", and not a penalty. Deposit towards a tour constitutes full acceptance of these "General Terms & Conditions" and to the Cancellation Policy.

The Cancellation Fees, in addition to any applicable Airline Penalties, are as follows:

- If a booking is cancelled more than 30 days prior to the scheduled departure, full payment (less €25 per person cancellation processing fee) shall be refunded upon receipt of the cancellation notice.
- If cancelled 21 to 30 days prior to departure, the cancellation fee shall be 20% of the total cost
- If cancelled 11 to 20 days prior to departure, the cancellation fee shall be 35% of the total cost
- If cancelled 2 to 10 days prior to departure, or thereafter, the cancellation fee shall be 60% of the total cost
- If later cancellations or no shows, the cancellation fee shall be 95% of the Total cost.
- Since tour rates are based on group participation / or minimum person requirements, **NO REFUNDS** can be made for any services or any part of the program not used, **for the cancellations made within the last 48 hours** prior to the service commencement date.
- Some hotels may also charge cancellation fee for the bookings cancelled within the last 30-45 days prior to the check-in date. **If such a remark is noted on our confirmation sheet this hotel fee will also be charged in full** regardless what is standing above.
- If the cancellations are made due to the obligatory reasons like force-majeure situations beyond the control of the participants our company can be flexible on this issue as to charge only the expenses imposed on to us by the third parties or may waive any of the cancellation charges depending on the situation.
- Any additional cancellation fees imposed by suppliers and hotels will be passed along to you.
- Air cancellation penalties vary by airline and will be advised at the time of travel.

39-Refunds:

All requests for refunds must be made in writing through **ISTANBUL SHOPPING TRAVEL TOURS** within seven days after completing travel. Once travel begins, any changes made by the traveler are the responsibility of the traveler and must be paid for on the spot. **Once travel has begun, no refunds can be made for unused portions of any tour or service.**

40-Reductions:

Description	Hotels	Escorted Tours	Sightseeing Transfer	Yacht Cruises
Children ages 5-11 sharing the same room with two adults (max 2 children)	50 %	25 %	25 %	N/A
Third person in the room	Refer Hotel rates	6 %	N/A	N/A
One Adult and one child in the room (Child ages 5-11)	N/A	10% Child red.	N/A	10% Child Red.
One Adult and two child in the room (child ages 5-11)	50%	15 % Children red.	N/A	N/A

41-Revision Fees:

First revision fee will be waived if change (revision) can be done 21 days in advance for escorted tours & cruise programs and 7 days in advance for hotels, local sightseeing and transfer after that the following chart of revision fees will be applied.

Revision: Number of days before services start	Charges as a percentage of the total service price	
	Escorted tours and cruise programs	Hotels, transfers and local excursions (tours)
45 -22	€ 25	N/A
21-14	€ 25 + 10%	€ 25
14-7	€ 25 + 20 %	€ 25
7-2	€ 25 + 35 %	€ 25 +Charges for the first hotel night and/or tour cost and/or transfer cost.
Later changes or no shows	€ 25 + 50%	

Changes that affect inventory such as air or hotel spaces may result in cancellation at the discretion of **ISTANBUL SHOPPING TRAVEL TOURS**. Ticket change fees and cancellation fees can result and are the responsibility of the traveler.

42-Services for Handicapped People:

ISTANBUL SHOPPING TRAVEL TOURS is a handicapped friendly travel company and carries out specific private services for the handicapped people. However, we do not offer regular/seat-in-coach services as such tours are carried out in a speedy tempo and with limited space availability due to the participation of many other guests.

43-Passengers with Disabilities:

ISTANBUL SHOPPING TRAVEL TOURS makes all efforts to accommodate all passengers, including those with disabilities. Some tours are not suitable for passengers which require wheelchairs and other disabilities.

We cannot guarantee hotel rooms for the handicapped.

Passengers with special needs, medical conditions and disabilities must advise Local Company/ Travel Agent when making their reservation. **ISTANBUL SHOPPING TRAVEL TOURS** does not accept any liability regarding the suitability of individual tours and must reserve the right to decline a booking should it be considered that we will be unable to meet in full our obligation to the passenger

44-Any Type of Group can be Accomodated, such as:

Family Reunion Ideas, Destination Wedding Planning, Corporate Incentives, Group Business Travel, Sports Travel, Religious Retreats and Mission Trips, Class Reunion Ideas, Luxury Group Travel Vacations, Friends Gateaways, Student Group Trips, Family Vacations, Senior Travel, Gatherings and Celebrations.

45-Cruise Groups:

ISTANBUL SHOPPING TRAVEL TOURS provide your group with the best possible itinerary. We will assist you customizing a pre-determined itinerary or we can design one from scratch.

ISTANBUL SHOPPING TRAVEL TOURS specialize in coordination for group travel on sea cruises, plus customized shore excursions, port transfers, and pre-or post-cruise land touring itineraries.

46-Destinations:

Turkey including:

Istanbul, Çanakkale, Assos, Ayvalık, Kuşadası, Çeşme, Izmir, Bodrum, Marmaris, Fethiye, Kaş, Kalkan, Göcek, Dalaman, Tekirova, Kemer, Göynük, Beldibi, Çamyuva, Antalya, Lara, Belek, Alanya, Konya, Ürgüp, Cappadocia, Eğirdir, Isparta, Ankara, Afyon, Pamukkale, Denizli, Bursa, Diyarbakır, Urfa.

Turkey Combinations:

Egypt, Dubai, Russia, St Petersburg, Moscow, Tunis, Morocco, Greece, Italy, Spain, Bulgaria, North Cyprus, Iran, Austria, France, Africa. Germany, Austria, Nederland, Prag, Czech Republik, Romania, Slovenia, Bulgarien, Ukraine, North Cyprus, Greece, Croatia.

47-Closures:

The museums and historical sites that are under the control of the Ministry of Culture are closed during the first morning of the public holidays while shopping malls and other stores can be closed during the entire official holiday. The museums like **Green Mausoleum** in Bursa that are governed by the other institutions rather than the Ministry of Culture and some historical shopping malls like **Covered Bazaar** and **Egyptian Bazaar** are closed during the whole public holiday period. Below are the official holiday dates that are current for the year **2011/2012**.

Please note that we take no responsibility for any kind of inconvenience that may emerge due to the closures.

01 January	New Year's Day
23 April	National Independence & Children's Day
19 May	Youth Sports Day
30 August	Victory Day
29 October	Republic Day (Anniversary of the declaration of the Turkish Republic)
.....	Ramadhan feast
.....	Sacrifices Muslim Festival

Beyond these specific closures the routine closure days are denoted at the related itinerary to avoid any potential problem in this respect.

48-Complimentary Airport Transfers by the Hotels:

Some hotels may claim to have been providing free transfer services on arrival. However, most of these transfer services are valid with the much higher Rack/Internet rates of the hotels and are not applicable with the reservations required from us as our contract prices are generally lower than those released by the hotels.

49-Transport & Transfer:

Transportation is provided by Mini-Buses / Midi-Buses or according to the number of passengers traveling. All tours are escorted by professional bi- or multi-lingual tour and/or driver guides.

50-Unused Services

Since tour rates are based on group participation **NO REFUNDS** can be made for any services or any part of the program not used, after the start of the tour.

51-Meeting Point:

Tour departs from centrally located Istanbul hotels. Please include the details of your hotel at the time of booking. You **MUST** call the supplier at least 24 hours prior to tour commencement to reconfirm all tour and departure details. If the supplier does not pickup from your hotel, they will advise you of the meeting point when you call. The contact details will be listed on your voucher.

52-Baby Seat Availability

Travelling with a baby is a great fun for the families and therefore we, as **ISTANBUL SHOPPING TRAVEL TOURS**, are available to supply you with a baby seat on our services commencing in Istanbul, Ankara and Cappadocia free of charge (this is an extra charge on the rental car services supplied by the rental car companies though). However, there may be extra charges at the other locations. Baby seat request should be made 7 days prior to the service commencement date as otherwise such an extra service cannot be guaranteed.

53-Young Tour Participants

Children less than five years of age and unaccompanied minors under the age of 18 cannot be accepted on these tours.

54-The Disputes (Complaints) :

Should the tour participants have any complaints about any of the tour arrangements, these should be immediately brought to the attention of us, in order to remedy the problem momentarily. Furthermore, any such complaints about our tours must be submitted to us in writing, within 28 days after the completion of the services. . Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

As **ISTANBUL SHOPPING TRAVEL TOURS** we do not handle any visa issues. Visa handling companies should directly be contacted for such cases.

Neither does **ISTANBUL SHOPPING TRAVEL TOURS** accept any liability for lost, stolen or damaged personal property (including money), losses or expenses due to delay or changes in schedules, hotel overbooking or defaults, sickness, epidemics, weather conditions, strikes, war, quarantine, force major, acts of God, or any other causes beyond the direct control of **ISTANBUL SHOPPING TRAVEL TOURS**, nor carriers' or hotel owners' liability is governed by applicable laws or international conventions. In such cases all additional expenses have to be covered by the participant. If participant arrives too late at the port of embarkation and the ship has sailed then all consequences and costs that may occur will be borne by the participant.

55-Copyright

All rights of this Confidential Tariff are reserved. Except for the quotation of short passages for the purposes of criticism and review, no part of this tariff may be reproduced, stored in retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior permission of **ISTANBUL SHOPPING TRAVEL TOURS**.

56-Data Protection Statement:

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements which may be located outside the UK and / or EU. The information may also be provided to public authorities such as customs or immigration if required by them or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities dietary or religious related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services to you. In making this booking, you consent to this information being passed onto the relevant persons

57-Air Licences:

All air flights as detailed in this brochure are subject to the granting of licence by the Civil Aviation Authority and ratification by the Department of Trade and Industry, to whom applications are made. The prices shown in this programme for inclusive tours travelling on flights is based on economy class seat allocation. Prices in force at the time of going to press apply to the day and night services operating during the period 1st January 2009 to 31st December 2010 This brochure is not issued on behalf of and does not commit the airlines mentioned therein or any airline whose services are used in the course of the tours.

58-Responsibility

ISTANBUL SHOPPING TRAVEL TOURS Istanbul Turkey is responsible for making arrangements for the tour services offered in the attached programs to include transportation, sightseeing and hotel accommodations. The carriers, hotels and other suppliers providing tour services are independent contractors and are not agents, employees, servants, or joint ventures of **ISTANBUL SHOPPING TRAVEL TOURS** or its affiliates. Airline alternative equipment and routings are subject to change by the Airline or the Operator and will not result in any refunds. Flight delays and changes are unfortunate, but are an inherent risk of air travel and are therefore outside the control and responsibility of **ISTANBUL SHOPPING TRAVEL TOURS**. All certificates and other travel documents for travel services issued by **ISTANBUL SHOPPING TRAVEL TOURS** are subject to the terms and conditions specified by the supplier and to the laws of the countries in which the services are supplied. If the services included in the tour cannot be supplied or if there are changes in an itinerary for reasons beyond the control of **ISTANBUL SHOPPING TRAVEL TOURS**, the company will arrange for provision of comparable services.

ISTANBUL SHOPPING TRAVEL TOURS reserves the right to accept or reject any person as a tour participant, to expel any tour participant from the tour, to make changes in the itinerary or services whenever the company deems it necessary to the comfort, convenience or safety of the tour participants, and to cancel a tour at any time. If **ISTANBUL SHOPPING TRAVEL TOURS** cancels a tour, the company has no responsibility beyond the refund of moneys paid to the company.

The tour participant agrees that neither **ISTANBUL SHOPPING TRAVEL TOURS** nor its affiliates shall be liable for any damage or loss including personal injury, death, property loss, delay, change in air services, sickness, strike, war, quarantine, weather, upset, disappointment, inconvenience, or expense occasioned by any act or omission of any supplier or person providing tour services. Also, **ISTANBUL SHOPPING TRAVEL TOURS** is not responsible for failure of clients to follow instructions given in travel documents including, but not limited to, check-in and check-out times and baggage handling, and failure to obtain required documentation such as passports, visas and health certificates where required. In the above cases, travelers will not be entitled to any refund. Only **ISTANBUL SHOPPING TRAVEL TOURS** representatives, who possess written authority to do so, may vary, add or waive any term or condition in this contract, to include terms or conditions set forth in the preceding provisions.

Any legal proceedings against **ISTANBUL SHOPPING TRAVEL TOURS** must be instituted only in a federal or state court located in Istanbul Turkey, and such claim will be decided using the laws of the state of Turkey. Any legal proceeding against the company must commence no later than one year after the travel services have been completed.

Please contact us for a quotation. These shore excursions can match those offered by the cruise lines or can be customized specially for your group.

ISTANBUL SHOPPING TRAVEL TOURS as Agent for all issued tickets or Vouchers and all arrangements for transportation, conveyance or hotel accommodation and assumes no liability or responsibility for (1) any injuries, loss, damage, accidents (2) delay, irregularities or inconvenience by any defect in vehicle (3) traffic conditions, Access to sites, additional costs or other conditions beyond its control.

ISTANBUL SHOPPING TRAVEL TOURS reserves the right to cancel or change any tours, schedules, or rates and cancel or substitute routes and stops on any tour without prior notice & to substitute equipment as needed.

ISTANBUL SHOPPING TRAVEL TOURS regrets, but cannot be responsible for any damage or injury to participants while touring - unless the shortcoming is caused by our company.

59-Obtain a Quote:

To request a quote, just e-mail us a completed Group Quotation Request form.

E-mail to: ali@istanbulshoppingtraveltours.com or info@istanbulshoppingtraveltours.com

60-Receive your Quote

In most cases, you will receive your quote within one and three business days. Extensive multi-city itineraries may require additional time. After you receive the quote, a Get **ISTANBUL SHOPPING TRAVEL TOURS** will follow up with you to ensure that everything has been covered and to answer any questions.

No space will be held or confirmed until we receive the instructions to book the group.

61-Important:

Passengers with special needs, medical conditions or passengers with disabilities must advise **ISTANBUL SHOPPING TRAVEL TOURS** when making their reservation. Some tours are operated by van and are not able to accommodate special needs or medical equipment.

62-Info:

This tour must be booked at least 48 hours in advance of your travel date Confirmation for this product will be received at time of booking Tour is operated in English, German and requested languages unless otherwise stated In the event of any museum closures, an alternative similar museum will be visited

- This tour is not suitable for infants 5 years and under Child prices are applicable for children aged Child Discount : 25%
- Depending on the number of passengers booked for a particular departure, tours and/or languages may be combined to operate the tours.
- Visits, stops and other tour components may be deleted, added and/or substituted from the tour without notice.
- Meals, or other expenses or personal nature are not included (unless published for a particular tour in **ISTANBUL SHOPPING TRAVEL TOURS** Brochure.
- All commission is based on the tour company putting one or more tour programs (at least one escorted tour) in their brochure.
- All escorted tour payments should arrive at least 15 days prior to client departure. On some FIT individual bookings, **ISTANBUL SHOPPING TRAVEL TOURS** may ask for a Tour Operator deposit.
- Services for which payment has not been received will not be provided by **ISTANBUL SHOPPING TRAVEL TOURS**
- Tour Operators will deduct their basic commission and send the net to **ISTANBUL SHOPPING TRAVEL TOURS**
- All customized group bookings will be quoted at Net and will not count toward the accumulative override commission program.
- Tour Operators agree to the **ISTANBUL SHOPPING TRAVEL TOURS** "Responsibility" section of the Terms and Conditions.
- Tour Operators can not offer reduced rates other than **ISTANBUL SHOPPING TRAVEL TOURS** published rates and will not offer commission rates higher than 15 %, but on combination programs they can determine their own rates.
- Tour Operators can not modify the itinerary, change the hotel list, or mislead clients concerning services offered.

63-BANK DETAILS / INFORMATIONS:

BANK DETAILS

Supplier Name **ISTANBUL SHOPPING TRAVEL TOURS**
Supplier Address Kadikoy/Istanbul- TURKEY
City Istanbul
Country TURKEY
Bank YAPIKREDI BANK
Bank Address Bahariye Cad. No:28-30/A – Kadikoy / Istanbul-TURKEY
Branch Kadikoy Subesi (Brunch)
Branch No 091
City Istanbul
Country TURKEY
IBAN No USD TR
IBAN No EURO TR
IBAN No TL TR
Swift Code YAPTITRIS
Bank Account USD
Bank Account EURO
Bank Account TL
Payment currency USD / EURO / TL

