

## **PACKAGE TOUR AGREEMENT**

### **1-) PARTIES**

#### **PACKAGE TOUR ORGANIZER (referred to as the ORGANIZER or AGENT)**

**Company Name: Apex Grup Turizm Tic. Ltd. Şti. - AIGISTOUR.com**

**Tax ID: 0710957886 - Antalya Kurumlar VD**

**Address: Fabrikalar Mah. 3017. Sok. No: 14/3 Kepez Antalya**

**Phone: 0242 2293586**

**Email: info@aigistour.com**

#### **1.2. PACKAGE TOUR INTERMEDIARY (referred to as the INTERMEDIARY)**

**Company Name: Tümer Gündem TG SIGNATURE TOURS**

**Tax ID: 4280086918 - İzmir Çiğli VD**

**Address: Yalı MH. 6500/3 SK. Modern 4 NO: A-53**

**Phone: 0533 6888149**

**Email: info@tgsignaturetours**

### **1.3. CONSUMER/PARTICIPANT**

**Name/Surname:**

**Country/Passport Number:**

**Address:**

**Phone/Email:**

**This agreement has been drafted in accordance with the provisions of the Consumer Protection Law No. 6502 and the Package Tour Agreements Regulation dated January 14, 2015. It applies to individuals and legal entities acting for non-commercial and non-professional purposes, as well as to participants on whose behalf or for whose benefit a package tour has been purchased, promised, or transferred.**

**The brochure, consent form, commitment statement, and participation form attached to this agreement and delivered to the consumer constitute an integral part of the agreement.**

**If there are other participants in the tour in addition to the consumer, the consumer acknowledges and undertakes that they act on behalf of these participants and represent them. The consumer is responsible for informing the participants of the pre-contractual information, brochures, forms, and content provided under the relevant legal framework. If the consumer fails to fulfill this obligation, they will be personally liable to the participants. Consequently, the brochure provided to the consumer is considered delivered to the participants.**

**The consumer is responsible for providing accurate information regarding themselves and other participants named in the agreement. The organizer shall not be held liable for any consequences arising from incorrectly provided identity or contact information (e.g., airline penalties, etc.).**

**The consumer agrees, declares, and undertakes that both they and the participants can be reached via the contact details provided in this agreement.**

**Communication and approvals will be made through the email addresses provided in this agreement. The consumer/participant is deemed to have accepted this agreement upon the delivery of the approval email to the specified email address. The consumer/participant explicitly declares and accepts that the email address provided during the reservation will be monitored. The organizer/intermediary shall not be held liable for any issues arising from the consumer/participant not receiving the approval email or any reservation-related information for any reason.**

### **2-) SUBJECT**

#### **2.1.**

**The subject of this agreement is to define the rights and obligations of the parties concerning the sale and execution of the service, whose specifications and sales price are specified in the brochure belonging to the organizer/intermediary, in accordance with**

the provisions of the Consumer Protection Law No. 6502 and the Package Tour Agreements Regulation.

**2.2.**

This agreement may be concluded in writing or through durable data storage means such as electronic mail, text messages, the internet, disks, CDs, DVDs, memory cards, and similar formats as specified in the legislation. Additionally, the brochure, information, and correspondence regarding the package tour the consumer will participate in may also be delivered in paper format or via durable data storage means.

**3-) PACKAGE TOUR CHARACTERISTICS AND DURATION**

**3.1. SCOPE AND FORMAT**

The foreseen format of the package tour, referred to as ..... is based on participants traveling on their own motorcycles accompanied by a guide.

**3.2. CONTENT**

**3.2.1.**

All information regarding the content of the Package Tour (such as the start and end date and location of the journey, the transportation vehicles used, departure and return times, accommodation types and qualities, meal plan, itinerary, visa suitability, passport requirements, age and health conditions, the minimum participant number required for the tour, the final notification date for cancellations, and the price of the tour) is included in the attached “Detailed Travel Program and Information Brochure” (Appendix 1) delivered with this agreement.

**3.2.2.**

The “Tour Participation Form and Declaration” included in Appendix 2 must be completed by the Consumer/participant accurately and entirely. The Consumer/participant acknowledges that all declarations and commitments in this form are made by them and accepts their accuracy. The organizer/agent cannot be held responsible for damages arising from incomplete or incorrect information.

**3.2.3.**

The Consumer/participant accepts and declares that the “Detailed Travel Program and Information Brochure” (Appendix 1) and the “Tour Participation Form” (Appendix 2) fulfill the “Pre-Contractual Information Brochure” requirements under Article 5 of the Package Tour Regulation and that these documents were shared with them prior to signing this agreement. Additionally, they recognize these documents as integral parts of the agreement.

**3.3. INSURANCE**

**3.3.1.**

The organizer/agent provides all Consumers/participants attending the trip with Mandatory Travel Insurance, covering damages caused by the organizer/agent up to the package tour amount, as per Article 12/a of Law No. 1618. Policy details are shared with participants alongside the agreement, and the insurance fee is included in the package tour price.

If the Consumer unilaterally cancels or the tour is canceled, the insurance fee will be charged to each participant, and the insurance fee is non-refundable.

**3.3.2.**

Apart from the insurance provided by the organizer/agent, the Consumer may choose to insure themselves for transportation outside of the Package Tour and for additional coverage, including costs for returning to the starting point in case of accidents or illnesses and expenses arising from any accidents or medical treatment. Such insurance is recommended but is not included in the package tour agreement.

**4-) GENERAL PROVISIONS**

**4.1.**

**The itinerary provided in this agreement and brochure is exemplary. The organizer/agent reserves the right to change the program/route and accommodation locations to hotels of the same star category. In the event of such changes, the Consumer does not have the right to request partial refunds or terminate the package tour agreement solely for these reasons.**

**4.2.**

**All tours and services not explicitly mentioned as "included in the price" in the package tour agreement and brochure are subject to additional charges. Taxes, duties, fees, and other public payments required from tourists, as well as entrance fees for museums and archaeological sites and any meals not explicitly stated as included in the program, are not part of the package tour price.**

**4.3.**

**For transportation on departure and return dates, if scheduled flights or other means of transport are used, the organizer/agent acts as an intermediary between the airline and the passengers and holds no responsibility.**

**4.4.**

**Throughout the package tour, transportation schedules (planes, buses, ships, trains, etc.) are prepared according to the official schedules of the respective transportation providers. Changes, delays, or program modifications arising from schedule alterations or delays are beyond the control of the organizer/agent and are governed by international airline, transportation laws, and agreements. The organizer/agent cannot be held liable for any consequences.**

**4.5.**

**The tours outlined in the agreement and brochure are conducted at the guide's discretion and may be subject to changes in timing, itinerary, or location due to weather conditions, road safety, security, or other reasons. The Consumer acknowledges that they cannot request partial refunds or terminate the agreement solely due to such changes.**

**4.6.**

**If local authorities do not permit access to certain tour locations, the organizer/agent is not responsible for the non-performance of such excursions. The Consumer has no right to partial refunds or termination for this reason.**

**4.7.**

**Activities subject to additional charges will only occur if at least half the participants join. If fewer participants express interest, the guide may modify the program or adjust prices. Consumers who choose not to join alternative tours due to price changes will wait at a designated rest stop. They are not entitled to partial refunds or the right to terminate the agreement.**

**4.8.**

**It is the Consumer's responsibility to submit complaints about the service in writing during the service. Should they abandon the tour claiming defective services, they must notify the organizer/agent in writing, explaining their reasons. Failure to do so will be interpreted as abandoning the tour without justification, and no refunds will be provided.**

**4.9.**

**Participants not signing the agreement but whose fees are paid by the signing Consumer are deemed to have read, accepted, and committed to the agreement and its annexes. Should such participants initiate legal action against the organizer/agent citing the lack of signature, the organizer/agent reserves the right to recover incurred damages.**

**4.10.**

The Consumer is responsible for delays, missed departures, or any resulting consequences from transportation to the meeting point.

#### **4.11.**

For tours based on participants using their own or rented vehicles/motorcycles, substitute vehicles may be provided if the specified vehicle models are unavailable. This substitution does not constitute a fundamental change in the agreement.

#### **5-) CONTRACT PRICE**

**5.1.** The contract price, including taxes and all services listed in the brochure provided to the consumer, is .....TL (..... Euro/USD). Tours and other services outside of these are subject to additional charges.

**5.2.** Any price changes related to taxes, duties, and similar fees and charges shall be reflected to the consumer.

**5.3.** Price changes are possible only if:

- They arise from extraordinary changes in exchange rates, fuel and accommodation costs, or taxes, duties, and similar legal obligations charged at locations such as ports and airports.
- The changes are communicated in writing or via a permanent data carrier to the participant at least 20 days prior to the planned departure date.
- The price adjustment does not exceed 5% of the contract price.

**5.4.** If the motorcycle and equipment to be used during the tour are provided or rented by the organizer/intermediary, a blocked deposit amount will be charged to the participant's credit card by the supplier/rental company as collateral for any potential damages or penalties. If no financial damage occurs, the deposit will be refunded at the end of the tour. Any potential damages or penalties will first be covered by this collateral. (300 Euros for motorcycles under 1000 cc, 500 Euros for motorcycles 1000 cc and above.)

#### **6-) PAYMENT PLAN AND METHOD**

To confirm the contract and register the consumer/participant for the package tour, at least 50% of the package tour fee must be paid upfront. The remaining amount must be paid no later than 60 days before the start date of the package tour. If the specified payments are not made within these deadlines, the package tour agreement shall be deemed invalid without the need for additional notice. In such cases, 40% of the tour price will be retained as a withdrawal penalty from the amount paid at the time of registration.

#### **7-) TRANSFER OF THE CONTRACT**

**7.1.** If the consumer/participant cannot attend the package tour, they may transfer the contract to a third party who meets all the conditions required for the package tour (e.g., sufficient license and experience for motorcycle use) by notifying the organizer/intermediary in writing or via a permanent data carrier at least 7 days before the tour starts. If the transferee does not meet the participation requirements, the organizer/agency reserves the right to terminate the contract without refund.

**7.2.** Both the transferor and the transferee are jointly responsible for the remaining balance and all additional costs and expenses incurred by the organizer/agency due to the transfer.

**7.3.** The mandatory insurance fee is non-refundable in case of transfer, and a new mandatory insurance fee will be charged to the transferee.

**7.4.** Name changes are strictly prohibited for scheduled tickets. The cancellation and change terms and any additional fees applied by the transportation company for tours involving scheduled flights will be borne jointly by the transferor and transferee.

#### **8-) TERMINATION OF THE CONTRACT, CANCELLATION, AND CONDITIONS AND CONSEQUENCES OF WITHDRAWAL**

**8.1. If one of the essential elements of the contract changes before the package tour starts, the consumer may either:**

- a) Accept an equal or higher-value alternative tour offered by the organizer/intermediary at no additional cost,**
- b) Participate in a lower-value package tour with a refund of the price difference,**
- c) Withdraw from the contract without penalty (in this case, the amount paid will be fully refunded in Turkish Lira (TRY). However, the mandatory insurance fee will not be refunded). Refunds will be made using the same payment method (card, EFT, etc.).**

**8.2. If the package tour is canceled by the organizer/intermediary for reasons not attributable to the consumer, the consumer may exercise the options outlined in Article 8.1.**

**8.3. Consumers who made early reservations or booked discounted tours will not be entitled to refunds, compensation, or any claims under this article. The consumer explicitly agrees to all the terms mentioned in this article of their own free will.**

**8.4. If the package tour is canceled:**

- Within 0-29 days before the start, the consumer/participant is liable for 90% of the tour fee.**
- Within 30-44 days before the start, they are liable for 50%.**
- Within 45-59 days before the start, they are liable for 35%.**

**The amounts calculated according to this obligation will first be deducted from the amounts already paid, and if insufficient, the remaining balance will be invoiced and collected from the consumer.**

**8.5. Regardless of how the consumer cancels or terminates the contract and package tour, non-refundable payments related to the tour (e.g., mandatory insurance fees, deductions due to airline or hotel cancellation and refund terms) will be subtracted, and the remaining balance will be refunded to the consumer. If the deposit collected is insufficient, these amounts will be invoiced and collected from the consumer.**

**8.6. For scheduled flights, cancellations or terminations made up to 15 days before the start of the package tour are subject to the penalties and deductions applied by the airline, which will be directly reflected to the consumer. If the consumer loses their ticket, they are responsible for paying the penalty applied by the airline.**

**8.7. In cases of withdrawal, cancellation, or termination of the contract, the organizer/intermediary shall refund the amount paid by the consumer, in Turkish Lira (TRY) and via the same payment method (card, EFT, etc.), within 14 days from the date of notification. However, mandatory insurance fees and other non-refundable costs and penalties will not be refunded.**

**8.8. If it is determined after the package tour starts that the organizer/intermediary cannot fulfill a significant obligation, they must offer equivalent alternative arrangements at no additional cost to the consumer and compensate for any discrepancies between the offered and provided services. The consumer may reject the alternative arrangement and withdraw from the contract, receiving a refund according to Article 8.7. However, the organizer/intermediary may request appropriate compensation from the consumer for the services already rendered. In such cases, the organizer/intermediary must arrange free transportation for the consumer to the agreed location (or the starting point of the tour) and cover any necessary accommodation costs.**

**8.9. The minimum participant number required for the tour is specified in the brochure provided to the consumer. If the minimum number of 6 participants is not reached, the package tour may be partially or completely canceled, provided the consumer/participant is notified in writing or via a permanent data carrier at least 20 days before the departure date. In this case, the consumer/participant has no right to compensation. However, the organizer/intermediary guarantees to refund all payments**

made by the consumer (excluding mandatory insurance premiums) using the same payment method within 14 days.

## **9-) FORCE MAJEURE EVENTS**

### **9.1.**

Force majeure events specified in the law, extraordinary and unforeseeable events that occur despite all due care and precautions, preventing the commencement, continuation, or completion of the package tour, and events over which the organizer/agent has no influence, are considered force majeure for the organizer/agent. These events include:

a) Natural disasters such as earthquakes, fires, volcanic eruptions, floods, storms, hurricanes, fog, avalanches, lightning strikes, and similar events, as well as epidemics, nuclear or chemical disasters or fallout, regional conflicts, war declarations, government-imposed entry/exit bans, government sanctions, civil unrest, strikes, public safety threats, and similar extraordinary situations or events.

b) Considering the nature of the package tour involving motorcycle travel, adverse weather and road conditions that hinder safe riding.

### **9.2.**

In cases of force majeure, the organizer/agent cannot be held liable for damages arising from the non-performance or improper performance of the agreement. The consumer has no right to compensation in such cases. The consumer expressly agrees and declares this. The organizer/agent and their local representatives are obligated to provide prompt assistance in case the consumer is in distress.

### **9.3.**

During the performance of the agreement, the organizer/agent is not liable for damages arising from the non-performance or improper performance of the agreement if such situations arise due to:

- The consumer/participant's fault,
- The unforeseen and unavoidable actions of a third party not involved in the performance of the agreement,
- Force majeure, or
- Events that the organizer/agent or the independent service provider could not foresee or prevent despite all due diligence.

### **9.4.**

The organizer/agent reserves the right to determine additional "force majeure events," not included in this agreement, as specified in the attached documents or as permitted by applicable legislation.

## **10-) APPLICABLE LAW AND JURISDICTION**

### **10.1.**

Matters not covered in this agreement will be governed by the Consumer Protection Law No. 6502, the Regulation on Package Tour Contracts, IATA, IHA, and UFTAA conventions, Civil Aviation Law, Turkish Code of Obligations No. 6098, relevant laws and regulations, international conventions to which Turkey is a party, and the TÜRSAB Kütahya Guidelines as recognized in Turkey.

### **10.2.**

Disputes arising from the implementation of this agreement will be resolved by the Consumer Courts and Enforcement Offices in İzmir (Karşıyaka) or the Karşıyaka Provincial and District Arbitration Committees.

### **10.3.**

In case this package tour agreement is signed between the authorized organizer/agent and the consumer, all obligations and responsibilities outlined in this agreement will be jointly and severally borne by the relevant authorized organizer and agent.

## **11-) RESPONSIBILITIES UNDER THE PERSONAL DATA PROTECTION LAW**

### **11.1.**

**The consumer consents to the organizer/agent using their information provided for the package tour reservation under this agreement to share updates, advertisements, and services through SMS, email, and other communication methods.**

**By signing this agreement and the attached Explicit Consent Form, the consumer/participant acknowledges that all personal data (identity/passport information, contact details, email address, residential address, health information, images/audio recordings/photos, credit card details/account numbers, biometric and genetic data, and other special categories of personal data) may be processed by the organizer/agent, acting as the Data Controller under the Personal Data Protection Law No. 6698 (effective from April 7, 2016). This includes obtaining, recording, storing, preserving, updating, modifying, reorganizing, disclosing to third parties when permitted by law, transferring, sharing, anonymizing, and processing in other forms permitted by law.**

**The consumer consents to the taking of photographs/videos during the tour, respecting privacy, and the use and sharing of these materials on websites, brochures, and social media accounts.**

### **11.2.**

**The organizer/agent reserves the right to use all SMS, emails, and other written communications, as well as phone call recordings and electronically stored data provided by the consumer/participant, for legal processes.**

## **12-) CONSUMER CONSENT AND MISCELLANEOUS PROVISIONS**

### **12.1.**

**This agreement, prepared in two copies, has been read, reviewed, and mutually accepted by the parties with all its annexes. The party signing this agreement on behalf of the participants listed here accepts full legal responsibility for them.**

### **12.2.**

**This agreement, prepared in 12-point font, along with its annexes (Detailed Travel Program, Informative Brochure, Participation Form, Commitment, Insurance Policy, Payment Plan, KVKK Consent Statement), has been reviewed, accepted, and approved by the consumer on behalf of themselves and the individuals listed below. A copy, along with all annexes, has been delivered to the consumer in a written or durable medium. The consumer declares that they have been informed about all services, features, sales prices, payment methods, and pre-contractual details related to the package tour, have read and understood the terms of the agreement, and have been offered optional insurance for the package tour. This declaration remains valid even if the reservation process has been conducted and signed by another person on their behalf.**

### **12.3.**

**Before signing this agreement, the following information has been provided to the consumer in writing:**

- a) The name, address, and contact details of the local representative of the organizer/agent, or the name, address, and contact details of the local contact point in cases where no local representative is available.**
- b) Meeting points and times, transportation connections, and the specifications of the transportation vehicle.**
- c) Information on optional insurance to cover cancellation expenses or repatriation due to accident or illness.**

### **12.4.**

**Turkish law will apply to disputes arising from this agreement, and İzmir/Karşıyaka Courts will have jurisdiction.**

**"I HAVE READ THE AGREEMENT. I HAVE RECEIVED A COPY OF THE BROCHURE AND AGREEMENT."**

**For and on behalf of the Consumer and Participant**

**Issued and signed by the Organizer/Agent**

**NameName**

**EmailEmail**

**PhonePhone**

**SignatureSignature**

**Explicit Consent Text for KVKK (Personal Data Protection Law)**

**I have read and understood the clarification text regarding the Personal Data Protection Law No. 6698, explained to me by AIGISTOUR.com – Başbuğ Ethemoglu and TG SIGNATURE TOURS – Tümer Gündem, and made available on the company’s website. I have been informed about the processing of my personal data by the Company in line with the purposes stated in the clarification text.**

**Under the scope of the said clarification text, I acknowledge that this explicit consent declaration, whether provided in person or through one of the methods outlined in Article 4(c) of the Regulation on Distance Contracts—such as SMS, email, internet, disk, CD, DVD, memory card, or similar means—is valid.**

**Pursuant to the Personal Data Protection Law No. 6698, I consent to the collection, recording, storage, alteration, updating, periodic review, reorganization, classification, and retention of my personal and/or special category personal data, either in whole or in part, by your Company and on behalf of your Company by your branches, sub-agents, call centers, affiliated companies, intermediaries, websites, and social media pages, as well as through all other means of communication.**

**I also agree that my data may be retained for the necessary duration for the purposes for which it was processed or as specified by relevant legislation. Furthermore, I consent to its sharing with public institutions and organizations legally obliged to receive such information, or with third-party service providers, supplier companies, and insurance companies in Turkey or abroad as required by law or business needs. I approve the transfer of my data abroad if legally or operationally necessary.**

**Additionally, I grant permission for the use of photos taken of me for advertising purposes on the company’s website, promotional brochures, and social media accounts. I confirm my awareness of this matter, and I provide my informed explicit consent and approval without any doubt.**

**Date: ...../...../2024**

**CONSUMER/PARTICIPANT NAME AND SIGNATURE**