

## **DISTANCE SALES CONTRACT**

### **1. Parties and Definitions**

This distance sales and accommodation services agreement is concluded electronically between, on the one hand, the service provider operating under the Lionel Hotel İstanbul brand, and on the other hand, the consumer/guest who makes a reservation through the hotel's official website, mobile application, call center, email, social media referrals, online travel agencies, or other electronic sales channels. The Guest acknowledges that they are a party to this agreement with the name, surname, contact details, identity or passport information declared during the reservation; and accepts that, even if the reservation is made on behalf of a third party, they are responsible for the accuracy of the declared information and the authorization.

Since the contact details such as address, telephone, and email shared during the reservation and purchase process will be used for notifications, it is essential that such information is provided accurately and completely. In the event of non-compliance with this obligation, the Guest shall be solely liable for any damages incurred by the Hotel.

At check-in, the Guest's identity and the purchased service details will be verified by Hotel officials. The Guest irrevocably accepts and undertakes that all legal and criminal liabilities arising from providing false and/or misleading information to the Hotel shall belong to the Guest. The Hotel reserves the right not to accept the reservation / not to provide the service in case of discrepancies between the declaration and official documents, and the Guest undertakes to pay any price differences arising therefrom.

The Guest declares, accepts, and undertakes that they have accepted these accommodation service conditions on behalf of all accompanying persons; that they have obtained consent from such persons to share their personal data with the Hotel Management; that they bear full responsibility for sharing such personal data; that they are obliged to provide accurate mandatory information such as name, surname, and citizenship number; and that they are responsible for informing accompanying persons about the pre-contractual information provided to them, otherwise they shall be liable under applicable legislation.

## **2. Subject of the Agreement and Scope of Service**

The subject of this agreement is the sale of accommodation services, via distance communication tools, for the date range selected by the Guest, in accordance with the room type, number of persons, board basis, and additional service conditions specified in the reservation confirmation. The scope of the service is limited solely to the elements explicitly stated in the confirmation document, voucher, rate plan description, or any separate written agreement. Additional elements such as room upgrades, early check-in, late check-out, transfer, spa, meetings, minibar, parking, extra beds, child policy, taxes, and city tax may be subject to additional charges unless expressly included.

## **3. Reservation Formation, Price, and Payment**

The reservation becomes final upon completion of the booking steps by the Guest, full and accurate completion of required fields, and successful collection of payment or provision of guarantee by the Hotel. Requests for which payment is not received, guarantee fails, or cannot be verified due to security checks shall not be considered binding reservations for the Hotel. Prices may vary depending on the sales channel, selected currency, campaign structure, demand, occupancy, contracted agency conditions, and applicable tax rates.

If the Guest chooses to pay via the online reservation and payment system, they shall enter their own credit card details. If payment is made using a third party's card, the responsibility lies entirely with the Guest, and no refund shall be made by the Hotel under any circumstances.

At check-in, the Guest shall present the credit card used during the reservation or a copy of the front side of the card. The Guest acknowledges that the Hotel shall not be held responsible for any damages resulting from third parties obtaining the Guest's information due to errors attributable to the Guest during online payment.

The reservation becomes definite upon full payment of the contract price. If the Guest fails to pay at the time of booking, the Hotel reserves the right to cancel the reservation.

If, after the service is rendered, the payment made by the Guest is disputed due to unauthorized use of the credit card not attributable to the Hotel, and the bank fails to pay or refunds the amount to the cardholder, the Guest undertakes to be liable for the disputed amount together with legal interest accruing from the reservation date and any related damages.

#### **4. Cancellation, Modification, Date Revision, and Transfer**

Cancellation and modification conditions are determined according to the purchased rate plan. In flexible reservations, the free cancellation period is valid until the time specified in the confirmation or policy map. After this period, at least one night's room rate or the penalty defined in the relevant rate plan shall apply.

For non-refundable reservations, no cancellation, free modification, or refund rights exist after payment is completed. Date changes may only be considered subject to the Hotel's explicit approval, availability, and any applicable price differences.

#### **5. No-Show, Early Departure, and Partial Use**

If the Guest fails to check in on the reservation date, does not provide written notification despite the confirmed arrival time, or fails to fulfill payment/guarantee obligations, the reservation may be considered a no-show. In such cases, one night's charge or the full accommodation amount may be collected according to the rate plan, and the Hotel may resell the remaining nights. If the Guest departs early, reduces the number of persons, or does not use certain nights after the stay has begun, whether unused services are refundable shall be evaluated in accordance with the rate plan, campaign structure, and applicable legislation.

#### **6. Operational Changes, Room Changes, and Overbooking**

The Hotel reserves the right, for operational requirements such as maintenance, safety, health, technical issues, capacity optimization, or similar reasonable reasons, to change rooms, redirect to equivalent services, or provide alternative solutions.

In case of overbooking, the Hotel may offer solutions such as alternative accommodation of the same or higher standard, transfer, date changes, credit/voucher, or refunds where necessary.

#### **7. Force Majeure and Limitation of Liability**

Events such as natural disasters, fire, earthquake, flood, epidemics, official authority decisions, transportation disruptions, war, terrorism threats, civil unrest, general failures in energy or communication infrastructure, cyberattacks, strikes, lockouts, or other events beyond the reasonable control of the parties shall be considered force majeure.

In such cases, the parties shall not claim indirect damages from each other due to delay or impossibility of performance. The Hotel may apply appropriate solutions such as postponement, credit/voucher issuance, alternative dates, or cancellation and refund processes in accordance with applicable legislation.

## **8. Personal Data, KVKK, GDPR, and Commercial Communication**

The Guest's personal data may be processed for purposes such as reservation formation, identity notification, payment transactions, customer relations, security, legal compliance, accounting, reporting, operational planning, and, where necessary, marketing. Such data may be shared with the Hotel's group companies, business partners, suppliers, shareholders, judicial and administrative authorities, and authorized private legal entities.

The Guest may access the Hotel's data processing information notice via [www.lionelhotel.com.tr](http://www.lionelhotel.com.tr).

Turkish Personal Data Protection Law No. 6698 (KVKK), and, where applicable for international guests, GDPR and similar data protection standards shall apply. The Guest acknowledges that the data processing notice has been provided prior to or during the reservation and that explicit consent may be requested where required.

## **9. Notifications, Evidentiary Agreement, and Electronic Records**

The parties agree that email addresses, phone numbers, messaging channels, extranet records, CRM records, PMS logs, payment screen records, and similar electronic system outputs declared during the reservation process constitute valid evidence.

Reservation confirmations, cancellation policies, vouchers, pre-information forms, contract links, and similar communications sent by the Hotel shall be deemed as durable data storage.

## **10. Dispute Resolution and Entry into Force**

This agreement shall be interpreted in accordance with the laws of the Republic of Türkiye, and Turkish law shall apply in case of disputes.

The Guest shall be deemed to have accepted all terms of this agreement by providing an electronic confirmation such as "I have read, understood, and accept," completing the reservation, or making payment.