



The following Booking Conditions together with any General Information contained in all of our material form the basis of your contract with Lagoon Soul. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, "you" and "your" means the lead name on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Lagoon Soul.

## **1. Making your booking**

The person making the booking ("the party leader") must be at least 18 and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. By making the booking, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. The party leader is responsible for making all payments due to us. Once we have received your booking and all appropriate deposit payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. Should there be no availability you will receive notification and full refund of monies paid. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

At the same time as sending you our confirmation invoice we will also send our booking form or detail request via email. The party leader must confirm that they have read and understood all the information on the form and provide the requested details. If we do not receive the requested details within 15 days of the date (3 days if less than a month before event start date) that the email was sent we shall be entitled to cancel your booking without penalty to ourselves. If we cancel your booking we shall refund all deposits paid to us by that point less a 20% admin fee but we shall have no further liability towards you.

## **2. Payment**

In order to confirm your booking, a non-refundable deposit of £99 per person (or full payment if booking within eight weeks of departure) must be paid at the time of booking. (Early bird and agreed payments plans are valid)

The balance of the holiday cost must be received by us not less than six weeks prior to departure. This date will be shown on the confirmation invoice. Reminders may be sent but the onus is on you. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to retain all monies paid. You will also be liable to pay costs for travel if they have been booked and paid in advance by us. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled.

## **3. Your contract**



Subject to clause 1, a binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

Changes to these Booking Conditions will only be valid if agreed by us in writing.

#### **4. The cost of your holiday**

The total cost of the holiday is displayed per person (This excludes any applicable surcharge such as single occupancy which will be agreed between you and us in advance.

Once the price of your chosen holiday has been confirmed at the time of booking then the price is guaranteed. Should you wish to purchase upgrades of any kind these will not be included within the original holiday cost and will be invoiced separately. Once payment has been received for ANY additional service a surcharge confirmation invoice will be sent.

You have 5 days from the issue date printed on the surcharge invoice to tell us if you want to cancel. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to cancel and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 7 days of the issue date printed on the surcharge invoice, whichever is the later. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

#### **5. Changes by you**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible to [bookings@lagoonasoul.com](mailto:bookings@lagoonasoul.com). Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, any amendment fee applicable will be advised before proceeding. A fee of £10 per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

#### **6. Cancellation by you**



Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing to [bookings@lagoonasoul.com](mailto:bookings@lagoonasoul.com). Your notice of cancellation will only be effective when it is received in writing/email and confirmed by us. We can only accept notifications of this via email. Social media or mobile phone messages will not be registered or accepted in which case you would still be liable for payment.

As we incur costs from the moment we confirm your booking and may be unable to re-sell your holiday, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment / cancellation charges which have already been incurred. Amendment / cancellation charges are not refundable in the event of the person(s) to whom they apply cancelling.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Period before departure within which written notification of cancellation is received by us (cancellation charge per person cancelling):

- More than 63 days prior to departure - Loss of deposit
- 63 to 28 days prior to departure - 75%
- 28 or less days prior to departure - 100%

Please note: no refunds will be given in respect of activities which you book and then do not take part in whilst on holiday (for example you miss the start time of the activity because you have overslept, are hung-over or under the influence of drugs or simply change your mind).

If any member(s) of your party is/are prevented from travelling, the person(s) concerned will be able to transfer their place to someone else (introduced by you) providing the following requirements are complied with. We must be notified of the transfer(s) not less than three weeks before departure. A transfer will not be possible if there is a waiting list for places in which case the available place must be offered to the next person on that list. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £10 must be paid before the transfer can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

## **7. Insurance**

We consider adequate and appropriate travel insurance to be a pre-requisite to booking. You must ensure that any insurance provides adequate medical and cancellation cover. Please bear in mind that not all insurance policies may offer cover for the sort of activities you may choose to take part in during your holiday.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

## **8. Changes and cancellation by us**



We start planning the event many months in advance. Occasionally, we have to make changes to and correct errors in websites and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 9 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of circumstances outside our control/"force majeure" as defined in clause 9 below. Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

(a) (for significant changes) accepting the changed arrangements or

(b) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel before departure, we will pay you reasonable compensation subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable if we cancel as a result of your failure to comply with any requirements of these booking conditions entitling us to cancel (such as paying on time). In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. No compensation is payable for minor changes.

Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

NB. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any

boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) – Referring Your Complaint to the CAA.

## 9. Force majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 10(1) below) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid.

Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, Pandemic, adverse weather conditions, fire and all similar events outside our control.

## 10. Our liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 9 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services, activities or facilities which your hotel or any other supplier agrees to provide for you where the services, activities or facilities are not advertised in our website/brochure and we have not agreed to arrange them and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any of

our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

(5) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea).

Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(6) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

(7) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 11 below. If asked to do so, you must transfer to us any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

## **11. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint,



we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us at [bookings@lagoonasoul.com](mailto:bookings@lagoonasoul.com) within 28 days of your return to the UK giving your booking reference and full details of your complaint. For all complaints and claims we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

## **12. Behaviour**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned or we and the relevant person in authority (for example the activity provider) can prevent that person(s) from taking part in the activity concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service or activity area (as applicable). We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination or prevention from taking part in the activity concerned.

## **13. Conditions of suppliers**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 10 (6)).

## **14. Special requests, health, fitness, and medical conditions/disabilities**

If you have any special request, you must advise us at the time of booking and clearly note it on your booking form. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular

request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

In order to take part in sporting activities, all persons should be in good health and possess a reasonable basic level of fitness. If you are unsure about the physical demands of your holiday, please ask us and we can advise you accordingly.

If you or any member of your party is pregnant or has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if you become pregnant or any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

If you fail to produce such evidence when it is requested, you will not be allowed to participate in the activity concerned. In the event of this we will not provide any refunds or compensation or pay any expenses which you may incur as a result.

## **15. Passports, visas and health requirements**

A full British passport presently takes approximately 4 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport. Requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country you are travelling through and to. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. (Visa is required to enter Turkey available online from <https://www.evisa.gov.tr/en/>) All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

## **16. Website / Advertising accuracy**

Please note, the information and prices shown in the Website / Advertising material may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website / Advertising material and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday





(including the price) with us at the time of booking. This Website / Advertising material is our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose services are featured in it.

## **17. Delay**

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 (2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay.

## **18. Safety standards**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

## **19. Flights**

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm).

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm flight timings. Any flight timings shown on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets / online booking portal which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets / online booking portal very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier and/or flight timings will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we / the carrier are unable to offer you a suitable alternative the provisions of clause 8 (Changes and cancellation by us) will apply.

LAGÖCNA  
SÖÜL  
HISARONU