**ÇELEBİ HAVA SERVİSİ ANONİM ŞİRKETİ**

**ÇELEBİ PLATINUM**

**PRELIMINARY INFORMATION FORM**

**SELLER**

**Title :** Çelebi Hava Servisi A.Ş.
**Mersis No :** 0234003987500012
**Address :** Tayakadın Mah. Nuri Demirag Cad. No: 39 Arnavutkoy / Istanbul
**Telephone :** 02129529200

**BUYER****Name Surname :
Address :
Telephone :
E-mail :**

1. **SUBJECT**The subject of this Preliminary Information Form is to inform the BUYER within the scope of the legislation regarding the sale of the services whose qualifications and sales price are specified below.

The BUYER accepts and declares that he / she has information about the basic qualifications of the service subject to sale, sales price, payment method and all similar information about the service subject to sale and cancellation and return conditions, confirms this information electronically at his / her own will and then orders and purchases the service.
2. **DEFINITIONS**

In the implementation and interpretation of the Preliminary Information Form and the Agreement, the terms written below shall refer to the written explanations opposite them.

**Buyer/Consumer** : A real person who acquires, uses or benefits from a Good or Service for commercial or non-professional purposes,
**Ministry**: The Ministry of Trade of the Republic of Turkey,
**Bank**: Licensed institutions established in accordance with the Banking Law No. 5411,
**Service:**The subject of all kinds of consumer transactions other than providing a product made or undertaken to be made in return for a fee or benefit,
**Preliminary Information**
**Form**: The form prepared to inform the Buyer about the minimum matters specified in the Regulation before the contract is concluded or any offer in return therefor is accepted by the Buyer,
**Seller :** Çelebi Hava Servisi A.Ş,
**Contract**: Distance Sales Contract concluded between the Seller and the Buyer,
**Regulation**: Distance Contracts Regulation.
3. **CHARACTERISTICS AND PRICE OF THE SERVICE SUBJECT TO THE CONTRACT**

The main features of the services are available on the \_\_\_\_\_\_\_\_\_\_ page of the SELLER.

The prices listed and advertised on the site are the sales prices. The announced prices and commitments are valid until they are updated and changed.

The features and price of the service subject to the contract are included in the table below. Discounts and promotions are reflected in the sales price.

|  |  |  |
| --- | --- | --- |
| **SERVICE** | **PRICE** | **CHARACTERISTICS** |
|  |  |  |
|  |  |  |

1. **GENERAL PROVISIONS**The BUYER accepts, declares and undertakes that he / she has read the preliminary information regarding the basic qualifications, sales price and payment method of the service subject to the contract on the website of the SELLER, and that he / she has given the necessary confirmation electronically. The BUYER accepts, declares and undertakes that he/she has been informed by the SELLER about the issues specified in paragraph 1 of Article 5 of the Distance Contracts Regulation before the confirmation of the Preliminary Information in electronic environment and the conclusion of the distance sales contract.

The SELLER accepts, declares and undertakes that if the SELLER falls into the impossibility of performance for the supply of the service subject to the order and cannot fulfil its obligations under the contract, it will notify the BUYER in writing within 3 days from the date of learning of this situation and will return all payments collected within fourteen days at the latest from the date of notification.

The BUYER accepts, declares and undertakes that he/she has confirmed this Preliminary Information Form electronically, and if the price of the service subject to the contract is not paid for any reason and / or the payment transaction is cancelled by the banks, the SELLER's performance obligation arising from the contract will be terminated.

1. **INVOICE INFORMATION**

**Name/Surname/Title:**
**Address:**
**Telephone:**
**Email/username** **:**
**Invoice delivery:** The invoice will be issued electronically and sent to the BUYER.
2. **RIGHT OF WITHDRAWAL**

Article 48, paragraph 4 of the Consumer Protection Law No. 6502 (‘Law’) titled Distance Contracts stipulates the Right of Withdrawal. Pursuant to the relevant provision, the Consumer has the right to withdraw from the contract within fourteen days without any justification and without penal clause. It is sufficient that the notification of the exercise of the right of withdrawal is directed to the seller or provider within this period. On the other hand, the scope, exercise and exceptions of the Right of Withdrawal are regulated in various provisions of the Regulation on Distance Contracts (‘Regulation’), which was issued pursuant to the Law and entered into force upon publication in the Official Gazette dated 27 November 2014. Article 15 of the Regulation regulates the situations where the Right of Withdrawal cannot be exercised. *Pursuant to subparagraph (g) of* the same article *, the* consumer shall not be able to exercise the Right of Withdrawal in *contracts regarding accommodation, transportation of goods, car hire, food and beverage supply and leisure time utilisation contracts for entertainment or recreation purposes, which must be made on a specific date or period*.

Since the entire subject of the contract between the SELLER and the BUYER is within the Platinum Service (service), the BUYER **DOES NOT HAVE THE RIGHT OF WITHDRAWAL** under this contract **.**

Within the scope of the withdrawal policy in favour of the consumer determined by the SELLER, the BUYER will be able to return the physical activities purchased by completing the payment, provided that at least **3 (three) days** prior to the start time of the event notified by the SELLER, and will have the right to return from the contract without any compensation and deduction.

The BUYER shall notify the SELLER by sending an e-mail to \_\_\_\_\_\_\_\_\_\_ in order to use the right of return in the above-mentioned case. The refund of the payment made for the service will be made within **10 days** from the request for refund to the BUYER's credit card or bank account, depending on the payment method.

1. **DISPUTE RESOLUTION**

In the resolution of disputes arising from the contract and this preliminary information form to which the SELLER and the BUYER are parties, the Consumer Arbitration Committee or the Consumer Court in the place where the BUYER's settlement is located or where the consumer transaction is made, taking into account the limits determined in the Communiqué on Increasing the Monetary Limits in Articles 68 of the Consumer Protection Law No. 6502 and Article 6 of the Consumer Arbitration Committees Regulation, is authorised.
2. **FINAL PROVISIONS**

This Contract has been arranged and approved electronically between the Parties before the BUYER makes payment. In the event that the documents and information provided regarding the order are found to be incomplete, false and/or inaccurate, or in the event that there is a suspicion or determination that the order has been made in bad faith / or for the purpose of obtaining commercial gain and / or profit, the SELLER reserves the right to stop and / or cancel the order application at any time, provided that the BUYER is informed, in order to ensure that the necessary examinations are made. In case of cancellation, the refund process for payment can be made provided that the BUYER is notified.

**ÇELEBİ HAVA SERVİSİ ANONİM ŞİRKETİ**

**ÇELEBİ PLATINUM**

**DISTANCE SALES CONTRACT**

**1. PARTIES**

This ‘’Contract‘’ is entered into between the following Parties on the terms and conditions set out below.

**1.1** **SELLER**

**Title :** Çelebi Hava Servisi A.Ş.
**Mersis No :** 0234003987500012
**Address :** Tayakadın Mah. Nuri Demirag Cad. No: 39 Arnavutkoy / Istanbul
**Telephone :** 02129529200

**1.2 BUYER**

**Name Surname:**
**Company Name:**
**Address:**
**Telephone:**
**E-mail:**

**2. SUBJECT OF THE CONTRACT**This Distance Sales Contract (‘Contract’) has been arranged in accordance with the Consumer Protection Law No. 6502 and the Regulation on Distance Contracts. It is the determination of the rights and obligations of the parties with the electronic sale of the services provided through the \_\_\_\_\_\_\_ site under the management of the SELLER.

**3. GENERAL PROVISIONS**

**BASIC CHARACTERISTICS AND PRICE OF THE SERVICE SUBJECT TO THE CONTRACT**

Product Service Name : Platinum Service
SELLER Title : Çelebi Hava Servisi A.Ş.
Unit Price Excluding VAT :
Total Amount Including VAT :
Total Sales Amount :
Payment Method and Plan :

* + *In the section above, there is information on how many instalments the order total to be sent to your bank will be paid.*
	+ *Your bank may apply a higher number of instalments than the number of instalments you have selected by organising campaigns, and services such as instalment deferral may be offered.* *Such campaigns are at the discretion of your bank.*
	+ *As of the account cut-off date of your credit card, the order total will be divided by the number of instalments and will be reflected in your credit card summary by your bank.* *The bank may not distribute the instalment amounts equally to the months taking into account the fraction differences.* *The creation of your detailed payment plan is at the discretion of your bank.*

**4. SERVICE PROVISION AND FORM**

**4.1. Terms of Service Provision;**

Service Address(es) :
Persons to be Delivered :
Invoice Address :

**4.2.** The Service(s) paid in full and complete by the BUYER shall be performed at the address specified above. The SELLER is not responsible for the failure to provide the Service due to incomplete information and documents provided by the BUYER.

**5. PAYMENT**

**5.1.** For the provision of the Service subject to the Contract, the price of this Contract must be paid with the payment method preferred by the BUYER. If for any reason the service fee is not paid or is cancelled in the bank records, the SELLER shall be deemed to be released from the obligation of presentation.

**5.2.** The time of processing the request is not the moment the order is placed, but the moment when the necessary collection is made from the credit card account or it is determined that the transfer (EFT) has reached our accounts. If the relevant service cannot be provided on the date the request is made and the conditions are not suitable at the address where the service will be provided, the BUYER will be notified.

**5.3**. The processing time of orders whose payments are made by money order and EFT is the moment the payment reaches the SELLER account. The SELLER cannot be held responsible for delays that may occur in payments made by money order and EFT.

**6. CONTRACT TERM**

**6.1**. The date of the Contract is ..../..../......, which is the date of the request by the BUYER.

**6.2.** Situations that are not existing or foreseen on the date of signing the Contract, that are beyond the control of the Parties, that make it impossible for one or both of the Parties to fulfil their obligations and responsibilities under the Contract partially or completely or to fulfil them on time, shall be considered as force majeure (Natural disaster, war, terrorism, insurrection, changing legislation provisions, seizure or strike, lockout, significant failure in production and communication facilities, etc.). The party in which force majeure occurs shall notify the other party immediately and in writing. During the continuation of force majeure, no liability shall arise due to the failure of the Parties to fulfil their obligations. If this force majeure situation continues for 30 (thirty) days, each Party shall have the right to terminate as a single party.

**7. RETURN**

**7.**1. In cases where the BUYER will be refunded in line with his/her return request or because the service subject to the request cannot be supplied for various reasons, the refund procedure regarding the payment options is stated below:

**a)** **Return Procedure for Credit Card Payment Options:**

If the purchase is made by credit card and in instalments, the Bank makes the repayment to the BUYER in instalments, no matter how many instalments the BUYER has purchased. After the SELLER pays the full amount to the bank at one time, in case of the return of the instalment expenditures made from the Bank's POS machines to the BUYER's credit card, the requested refund amounts are transferred to the bearer party accounts by the Bank in instalments in order to prevent the parties involved in the matter from becoming aggrieved. The instalment amounts paid by the BUYER until the cancellation of the sale, if the return date and the account cut-off dates of the card do not coincide, 1 (one) refund will be reflected on the card every month and the BUYER will receive the instalments paid before the return after the instalments of the sale are over for the number of instalments paid before the return and will be deducted from the existing debts.
In case of the return of the service purchased with the card, the SELLER cannot pay the BUYER in cash in accordance with the contract with the Bank. In case of a return transaction, the SELLER will make a refund through the relevant software, and since the SELLER is obliged to pay the relevant amount to the Bank in cash or by offset, the BUYER cannot be paid in cash in accordance with the procedure we have explained above. The return to the credit card will be made by the Bank in accordance with the above procedure after the SELLER pays the price to the Bank at one time.

**b) Return Procedure for Money Order / EFT Payment Options**

The return will be made in the form of money order and EFT to the account specified by the BUYER (the account must be in the name of the person at the billing address or in the name of the user member) by requesting bank account information from the BUYER.
The SELLER shall reimburse the bank for the entire service fee at one time.

In the event of the return of the goods and services received by money order / EFT, the SELLER cannot pay the BUYER in cash in accordance with the contract with the Bank. In case of a return transaction, the SELLER will make a refund through the relevant software, and since the SELLER is obliged to pay the relevant amount to the Bank in cash or by offset, the BUYER cannot be paid in cash in accordance with the procedure we have explained above.

**7.2.** In order to make the return transactions in accordance with the General Communiqué of the Tax Procedure Law No. 385, the relevant sections of the invoice with the return section we have sent to you must be filled in and signed completely.

**8. CONFIDENTIALITY**

**8.1.** In the event that the option of ‘storage of credit card information by the SELLER offered by the SELLER to the BUYER during membership is accepted by the BUYER, the BUYER accepts, declares and undertakes that he/she consents to this. The said information will not be used by the SELLER for other than legal purposes, will not be shared with other members and will be kept confidential by the SELLER.

**8.2.** The BUYER is responsible for sharing credit card information, bank and account information and their passwords with third parties; The SELLER does not accept any responsibility.
**8.3.** The parties accept, declare and undertake that they are obliged not to share the trade secrets they have obtained about each other in accordance with this Contract with third parties and that they are responsible for any damages that may arise otherwise.

**8.4.** By signing this Contract, the BUYER accepts, declares and undertakes that he/she shall be deemed to have read and accepted the Confidentiality Agreement and PDPL documents and PDPL information on the SELLER's website at \_\_\_\_\_\_\_\_\_\_\_.

**9. FORCE MAJEURE**

**9.1**. General mobilisation, strikes, epidemics, earthquakes, floods, malfunctions / interruptions that may occur in the seller's hosting, logistics, transport, administrative decisions and database, product prices appearing different from the actual price due to system error and similar reasons will be accepted as force majeure. In this case, the SELLER may unilaterally refrain from fulfilling the obligations imposed by this Contract without compensation by refunding the price paid.

**9.2.** If the force majeure lasts for more than 30 days, the BUYER has the right to terminate this Contract and request the return of the price.

**10. TERMINATION OF CONTRACT**

**10.1.** The SELLER has the right to terminate the Contract unilaterally and without compensation if the BUYER fails to fulfil its payment obligations.

**10.2.** If the Contract is terminated due to the fault of the BUYER, the cargo costs belong to the BUYER.

**10.3.** If the SELLER does not fulfil its obligations under this Agreement, the BUYER shall notify the SELLER and request the SELLER to fulfil its obligations within 10 business days. If the SELLER does not fulfil its obligations despite the notification, the BUYER may terminate this Contract.

**11. NOTIFICATIONS AND EVIDENTIAL CONTRACT**

Any correspondence to be made between the Parties under this Contract shall be made via e-mail, except in mandatory cases listed in the legislation.

The BUYER accepts, declares and undertakes that the official books and commercial records of the Parties and the electronic information and computer records kept in its own database and servers shall constitute binding, conclusive and exclusive evidence in disputes that may arise from this Contract, and that this article is an evidential contract within the meaning of Article 193 of the Code of Civil Procedure.

**13. COMPETENT COURT**

In the resolution of disputes arising from the contract and this preliminary information form to which the SELLER and the BUYER are parties, the Consumer Arbitration Committee or the Consumer Court in the place where the BUYER's settlement is located or where the consumer transaction is made, taking into account the limits determined in the Communiqué on Increasing the Monetary Limits in Article 68 of the Consumer Protection Law No. 6502 and Article 6 of the Consumer Arbitration Committees Regulation, is authorised.
This Contract has been accepted and electronically signed by the Parties before the BUYER makes payment.

**SELLER: ÇELEBİ HAVA SERVİSİ A.Ş.**
**BUYER**
**DATE**[:](#_msocom_1)