

## SERVICE RESERVATION / SALES AGREEMENT

### ARTICLE 1 - SUBJECT:

This contract is Fener Caddesi, Fener İşhanı, B2 Block No: 11 Flat 12 Muratpaşa Antalya Healing Journey Tourism Travel Agency located at (hereinafter) It will be referred to as Healing Journey.) and the **consumer/s whose information is given** below, regarding the health tourism and organization that Healing Journey sells to the consumer, the qualifications and sales price of which are stated below.

This Agreement covers the Medical Treatment and Package Offer, Reservation Request Form, and the specified services, which are annexes and inseparable parts of the Agreement.

### ARTICLE 2 - AGENT INFORMATION:

Company Title:	Healing Journey Health Tourism Limited Company		
Agency name:	Healing Journey Tourism Travel Agency		
Address:	Fener Street, Fener Office, B2 Block No: 11 Flat 12 Muratpaşa Antalya		
Phone:	+90242 323 01 12	Fax:	
E-mail:	info@healingjourney.travel	Web:	www.healingjourney.travel

### ARTICLE 3 - CONSUMER INFORMATION:

Name and surname	
TC Identification number/ Passport number	
Address	
Phone number	
Email address	

#### **ARTICLE 4 – CONTRACTUAL SERVICE INFORMATION:**

The contract price is

This price includes all services specified in the Medical Treatment and Package Offer. Information about the treatment, dates, durations, transportation details and hostel status at the hotel is as stated in the Medical Treatment and Package Offer document. Treatments, tours, and services other than these are subject to extra charges. Price changes resulting from changes in the treatment plan of the treatments to be received are referred to the consumer. This situation is immediately notified to the consumer. The consumer may withdraw from the contract after the notification. In this case, the cancellation conditions will be valid, or the additional agreement will accept the changes and the effect on the price.

#### **ARTICLE 5 – PAYMENTS**

The Medical Treatment and Package Offer is valid for 6 Months (Six) and will expire if the prepayment has not been performed within 30 days. %20 pre-payment must be made to reserve the clinic, hotel, and transfer. When the patient decides, he/she pays the rest total (80%) payment for the proposed examination or surgery before the first consultation with the doctor onsite in our office in cash with written currency.

In case the patient wants to pay by credit card, the service fee will be determined by calculating the interest and exchange rate differences in payments.

Children's discounts vary from facility to facility, but generally 0-2 years old are free of charge, and our guests between 0-6 years old are obliged to pay the full price if they request a seat in bus transportation. The guest will immediately and fully pay for these children, and any necessary compensation will be given, if it is determined that the characteristics (age, etc.) declared during the reservation of the children, who are free of charge by the criteria determined by the vehicle and lodging facility, are incorrect.

#### **ARTICLE 6- CANCELLATION - TERMINATION – CHANGES**

1. The consumer agrees and undertakes that if the Medical Treatment and Package reservation is cancelled for any reason other than force majeure, the reservation will be cancelled, and the 10% prepayment fee will not be refunded as compensation for withdrawal.
2. In case of force majeure such as unforeseen disasters, strikes, or security threats, the Medical Treatment and Package can be partially or completely cancelled up to 7 days before the start of the reservation. In such a case, the consumer has the right to receive a full refund of the 10% prepayment fee.

## **ARTICLE 7 - FORCE MAJEURE**

1. Although Healing Journey has fulfilled all its duties (Travel restrictions, strikes, terror, war, the possibility of war, the possibility of quarantine, unpredictable technical issues, flight delays, natural disasters, etc. are an obstacle to the start or continuation of the tour) may partially or completely cancel the Medical Treatment and Package reservation. In this case, the consumer does not have the right to compensation, the price paid is returned.
2. The consumer has the right to cancel the reservation if he/she or his/her first-degree relatives certify their 10-day illness or death that prevents their habitual occupation with a double-signed official report to be obtained from full-fledged State Hospitals or their death with a document to be obtained from official authorities. In case of cancellations made 7 days or less before the travel date, for any reason, the expenses made to 3rd parties for the flight ticket service and the tour in the package and which cannot be refunded will be collected from the consumer. Diseases declared an epidemic in the country and diseases based on the past are not included in the scope of cancellation.

## **ARTICLE 8 - GENERAL PROVISIONS**

1. Healing Journey has the right to change the hospitals, doctors, hotel names, transportation means, departure times and their places of departure within the scope of the treatment plan, when it deems necessary, by notifying the consumer, provided that the standards specified in the program are adhered to. The tour programs given during registration are sample programs.
2. In case of loss or damage to the luggage of the airline company offered to the consumer, the rules of the relevant airline company apply. Money, valuable papers, and similar valuable jewellery should not be kept in the luggage. The agency cannot be held responsible for valuables in lost baggage.
3. Healing Journey is an intermediary for the patient participating in the organization of the treatment plan, health care provider, hotel, carrier companies and all kinds of third parties and legal entities that provide other related services and is obliged to notify any changes within 24 hours. Healing Journey is an intermediary in terms of health, transportation, accommodation, and other services. It is not directly responsible for the disruptions that may arise in terms of these services. When the consumer experiences defective services and other problems, he or she should apply to the company or person from whom he/she received the service.
4. In case the payments are made in one go with the banks' credit cards, an additional payment of 20% of the amount written on the Medical Treatment and Package Offer is collected. Payments made in the currency written on the Medical Treatment and Package Offer are processed in the free market or at the rate determined by the company.

5. The prices and conditions stipulated in the Healing Journey package tour contract cannot be changed. After the physical examination by the doctor who will implement the patient's treatment plan, the price changes resulting from the conditions that will occur are notified to the patient. In this case, the patient uses the right to withdraw from the contract without paying any compensation or accepts the additional contract that clearly states the changes and their effect on the price.
6. In matters not written in this contract, the provisions of the relevant legislation in force, IATA, IHA, UFTAA Convention provisions, civil aviation law, international conventions including Turkey and the Bylaws, Regulations, circulars, and communiqués issued by these are applied. TÜRSAB Arbitration Board is authorized for disputes arising from the contract, and the procedures of the board are valid.
7. The consumer is responsible for the accuracy of the names (as written in the passport) declared in the contract.
8. This Medical Treatment contract, which was drawn up in two copies between the parties, has been drawn up, read, and signed together with the Medical Treatment and Package Proposal. If there is a conflict between the copy of the contract left by the consumer and the copy left by the agency, the records of the copies remaining in the agency will be taken as the basis.
9. Healing Journey Medical Travel is only responsible for organizations such as transfer, hospital, and hotel accommodation, interpreting service, and pre-and post-operative consultancy. Healing Journey Medical Travel does not accept any responsibility for medical operations and possible complications. The healthcare provider is responsible for all pre-and post-operative medical procedures. Healing Journey Medical Travel is an organization that supports and stands by the Consumer in all organizational steps. However, it is not responsible for medical errors, complications and other disruptions and is not liable for compensation.
10. Turkish law applies to all disputes arising from this Agreement, and Antalya enforcement offices and courts are authorized.

#### **ARTICLE 9. OTHER PROVISIONS**

This Agreement, which consists of 10 articles, has been negotiated in detail by the parties and signed in two (2) copies and will enter into force on the date of signature. This contract consists of 6 (six) pages including Medical Treatment and Package Offer. I have read and understood the Medical Treatment and Package Offer and the contract and accepted a copy by receiving it.

#### **TRAVEL AGENT CONSUMER (Patient or his or her guardian who will receive treatment)**

<b>Date</b>	:	<b>Date</b>	:
<b>Name Surname</b>	:	<b>Name, Surname</b>	:
<b>Signature</b>	:	<b>Signature</b>	: