

Güneş Student Residence (GÖR) TERMS AND CONDITIONS FOR ONLINE BOOKINGS

Please read this document carefully, and keep a copy for your future reference. If you are reading this document on-line, you should print or download a hard copy and keep that for your future reference. The content applies to individual bookings for GÖR which you make by completing an online Booking.

The GÖR Website, the information contained on it and these Terms and Conditions are provided in the Turkish and English language. If you do not understand any part of these Terms and Conditions please contact our reservations team. If you choose to access the GÖR Website from locations outside the KKTC, you are responsible for compliance with local laws (if and to the extent they apply).

These Terms and Conditions set out the basis on which we accept and allocate bookings for accommodation at our Property. In order to place a Booking you must accept these Terms and Conditions in accordance with clause 3.

Nothing in these Terms and Conditions affects your statutory rights either as a consumer or otherwise.

1. Definitions and Interpretation

1.1. In these Terms and Conditions we use the following words which have the following meanings:

“Accredited Student” means a student of 16 years of age or over who has confirmed by accepting these Terms and Conditions that he or she is attending (or is to attend during the period when he or she will occupy a Room in the Property) a course of study with an Educational Institution and who has provided documentary proof of their student status to us, and, if they are under 18, completed a Deed of Indemnity;

"Accommodation Policy" means the terms and conditions (including our respective obligations) which will apply to your use of a Room at the Property as detailed in schedule 2;

“Accommodation Period” means the period from and including the Check- In-Date to the Check-Out-Date;

“Booking” means the reservation for your use of a Room in one of the Properties;

“Booking Confirmation” means the email sent by us to you confirming the following:

- o the Room which you will be entitled to use;
- o the period during which you will be entitled to the use of that Room;
- o the amount of the Fees payable for the use of that Room;
- o when and how the Fees are to be paid; and
- o your acceptance that these Terms and Conditions will apply to your use of the Room;

"Check-In Date" means the date from which you are entitled to commence using the Room in a Property as detailed in your Booking Confirmation;

"Check-Out-Date" means the date on which you must vacate your Room in a Property as detailed in your Booking Confirmation;

"Deed of Indemnity" means a deed, in the form attached at Annex 2, to be entered into between the student, their guarantor and us, as a condition of the student occupying the Accommodation because the student is under 18 years of age;

"Deposit" means the sum of TL1,000.00 paid by you to us which will be held by us in accordance with clause 9;

"Details List" means the list in schedule 1 detailing the address, email, telephone number, and bank details for the Property;

"Educational Institution" means an educational institution situated in the KKTC providing full time education to students;

"Fees" means the amount(s) you have agreed to pay for the use of a Room for the Accommodation Period;

"Inventory" means the list of furniture and effects in the Room allocated for your use in the Booking Confirmation;

"GÖR Student Handbook" means the GÖR Student Handbook available at the reception desk of the Building or on the GÖR Student Living intranet site at <http://www.gunesrezidans.com>
<http://www.gunes-residence.com/studenthandbook> ;

"Property" means the GÖR Ortaköy residence

"Refund Form" means the document entitled 'Refund Form', or a similar version thereof, annexed to these Terms and Conditions;

"Required Documentation" means the following documentation which you must provide prior to your Check-In-Date, before we can accept you as a resident, and which must be approved by us:

- a copy of your passport or government-issued ID;
- one electronic, passport sized, colour photo, which can be emailed in jpeg format to the relevant email address set out in the Details List; and
- a copy of the letter from your school, college or university verifying that you have been accepted on a course of study.

"Room" means any of Single or Double Occupancy rooms;

"Terms and Conditions" means together these terms and conditions, including the schedules and annexes to these terms and conditions, the GÖR Student Handbook, our room rates schedule, privacy policy, and student regulations, all of which may change from time to time;

"you" or "your" means the person submitting the Booking;

"VAT" means value added tax chargeable under the Value Added Tax and any similar replacement and any additional replacement tax;

"we" or "us" means: (i) ARVEDA Real Estate Limited, if you are contracting for accommodation at our GÖR Otayköy site;

"Website" means the website which we operate from the URLs: <http://www.gunesrezidans.com> or <http://www.gunes-redence.com>

1.2. The following rules of interpretation in this clause shall apply:

1.2.1. Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2.2. Except where a contrary intention appears, a reference to a clause is a reference to a clause in these Terms and Conditions, a reference to a schedule is a reference to a schedule to, and forming part of, these Terms and Conditions and a reference to a paragraph in a schedule is a reference to a paragraph of a schedule.

1.2.3. Clause, schedule and paragraph headings are for convenience only and shall not be taken into account in interpreting the contents of this document.

1.2.4. A reference to one gender includes any other gender;

1.2.5. An obligation not to do anything includes an obligation to procure that it should be done;

1.2.6. An obligation not to do anything includes an obligation not to permit or allow it to be done; and

1.2.7. All sums payable by you to us are exclusive of VAT. You will therefore be obliged to pay VAT in addition to the sum stated, where applicable.

2. Accredited Student Status Requirements

By confirming your acceptance of these Terms and Conditions you confirm that you are an Accredited Student and that you have been accepted on a full time study programme at an Educational Institution for the entire duration of the Accommodation Period.

3. Accepting the Terms and Conditions

Before making a Booking you must have confirmed that you have read and understood these Terms and Conditions and agree to be bound by them. You will be deemed to have confirmed

Acceptance of these Terms and Conditions when you tick the confirmation box at the end of these Terms and Conditions.

4. Checking In

4.1. You will not be entitled to the use of any Room in any of the Properties unless you have:

4.1.1. provided to us the Required Documentation prior to the Check-In-Date. You must do this by emailing copies to the relevant email address, as set out in the Details List, or by posting them to the correspondence address as set out in the Details List; and

4.1.2. paid all relevant Fees as set out in the Booking Confirmation no later than the due dates specified in the Booking Confirmation.

4.2. For the avoidance of doubt, if you do not comply with your obligations in clause 4.1, we will be entitled to cancel your Booking and any remaining Fees will become payable immediately in accordance with clause 8.

4.3. You agree that we will not be liable for any loss, expense or inconvenience suffered by you because we do not provide you with a Room because of your failure to comply with your obligations in clause 4.1.

5. Confirmation of your Booking

5.1. Your Booking is only made once a Booking Confirmation has been issued by us to you.

6. Arrangements regarding the use of your Room

6.1 The Room allocated for your use will contain the Contents. You will be provided with the Inventory when you check-in and unless you notify Our Agent within 48 hours of receipt of the Inventory that you do not agree that the Inventory is complete and correct, you will be deemed to have agreed that it is complete and correct.

6.2 The Accommodation Policy will apply during the Accommodation Period.

7. Your right to cancel

7.1. If you change your mind, or for any other reason you decide that you do not want to proceed with your Booking, the following rules will apply;

- If your booking is cancelled before 60 days of the Check-in date, there will be no cancellation charges and you will be refunded in full
- If your booking is cancelled before 30 to 60 days of the check-in date, 50% of the paid fees will be refunded
- If your booking is cancelled within 30 days of the Check-in date, no refund will be

available

- If your booking is cancelled after the Check-in date but before the Check-out date, no refund will be available
- If your booking is cancelled before 60 days of the Check-in date, your deposit will be refundable

7.2. To cancel your Booking, you must contact us in writing by sending an e-mail to cancellations@gunesrezidnas.com . If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail. You may wish to keep a copy of your cancellation notification for your own records.

7.3. If you make a cancellation in accordance with clause 7.1 and 7.2 you will receive the due refund amount as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation. We will refund you on the credit card or debit card used by you to pay or directly into your bank account if you paid by bank transfer. For the avoidance of doubt, any bank charges incurred by us in refunding the Deposit will be payable by you by means of a deduction from the refund payment made by us.

7.4. Please note that your cancellation rights are in addition to any statutory rights you may have as a consumer or otherwise.

8. Our right to cancel

8.1. If you fail to comply with your obligations in clause 4.1, we may at our option cancel your Booking. If we chose to do this we will notify you of our decision by email.

8.2. If your Booking is cancelled by us pursuant to clause 8.1:

8.2.1. we will be entitled to keep your Deposit;

8.2.2. you will still be liable to pay us all Fees due from you as stated in the Booking Confirmation; and

8.2.3. you will also be liable for any other loss or expense we have suffered.

8.3. This right of cancellation will terminate your Booking. It is separate from the right contained in the Accommodation Policy for us to cancel your right to use the Room during the Accommodation Period.

9. Deposit

9.1. Once you have read and confirmed your acceptance of these Terms and Conditions, you must pay the Deposit in order to receive a Booking Confirmation.

9.2. The Deposit will be returned to you:

9.2.1. in the circumstances set out in 7.1 and 7.3; and

9.2.2. after the Check-Out-Date and within 45 days from receiving your Refund Form provided that:

9.2.2.1. the Room, its contents and the communal areas (as applicable), are clean, tidy and otherwise in the same condition as they were at the Check-In-Date;

9.2.2.2. you have completed your Refund Form fully and accurately (if you do not do so, this may cause a delay in returning your Deposit to you and we will not be responsible for any loss you may suffer as a result of any delay in refunding the Deposit arising from any such failure on your part); and

9.2.2.3. there are no outstanding payments owed by you to us.

9.3. If the conditions set out in clauses 9.2.2.1 to 9.2.2.3 are not satisfied we will be entitled to use all or any part of the Deposit to make good any loss, damage or expense incurred by us as a result (including, but not limited to, the costs of cleaning the Room). Your liability to us will not be limited to the amount of the Deposit. You will be liable for any additional loss, damage or expense we suffer over and above that amount.

9.4. The Deposit will be returned via the same method used to pay it. If you paid by debit or credit card and at the time the refund is due to be paid you no longer have this card, a cheque can be raised or payment can be made by bank transfer for which you will be charged TL150.00- TL200.00 depending on the country your bank account is held in. It will be your responsibility to let us know if it is no longer possible to refund the money to the original credit or debit card account used to pay us, and to provide us with equivalent details for an alternative method of refunding the Deposit. We will not be held responsible for not refunding the Deposit because you have not provided us with the requisite payment details.

9.5. If we are unable to return your Deposit to you because:

9.5.1. you have not complied with obligations in clause 9.4; or

9.5.2. you have not completed a Refund Form and returned it to us within 90 days from your Check-Out Date; we will be entitled to retain your Deposit.

9.6. When you are rebooking your current room for the new academic year, you agree that your current damage deposit of TL1,500.00 (one thousand five hundred Turkish Lira) will be rolled over to your next booking for the next academic year, detailed below. No additional damage deposit will be required for your next booking provided that you have paid a damage deposit for your existing booking. If your damage deposit is under TL1,500.00 (one thousand five hundred Turkish Lira) you will be required to top it up.

If there is any damage caused during your current stay an invoice will be raised and payment will be required within 30 days.

Should you cancel your extension within the cooling off period, then your damage deposit will be refunded within 30 days of departure from your current stay once you complete the check out procedure. Should you cancel after the cooling off period, then you will lose your damage deposit and you will be liable to pay all fees due from you as stated in the Booking Confirmation.

10. Room Rates and Costs

10.1. The Room rates and other accommodation costs will be as quoted on our website at the time of your Booking. The Fees and any other costs due from you must be paid in accordance with the details set out in the Booking Confirmation.

10.2. If you fail to pay any of the Fees by the due date specified as set out in the Booking Confirmation, we will be entitled to charge you an administration fee of TL300.00, which will reimburse us for costs incurred as a result of your late payment of the Fees. This is in addition to any other remedies we have available to us in accordance with these Terms and Conditions.

10.3. For any resident who wishes to transfer their contract to a new resident there will be a TL1,000.00 charge. In case the resident wishes to change rooms there will be a TL500.00 applicable.

11. Privacy and Communications

We (and our appointed third party providers) collect certain personal information (e.g. name, address, email address) about you and your emergency contact when you make a Booking ("Personal Information"). For details on how we use this information, please read our Privacy Policy which can be found by following this link: <http://www.gunesrezidans.com/web-policies/privacy-policy>.

We will not be liable to you for any losses or damages caused as a result of unauthorised access to your Personal Information, save as a direct result of our fraud or gross negligence.

12. Losses

12.1. We will be responsible for any losses you suffer as a direct result of us breaching these Terms and Conditions if those losses were reasonably foreseeable to both you and us at the time the Booking Confirmation is issued. We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions or omissions, or the actions or omissions of our appointed sub-contractors or agents.

12.2. You acknowledge and agree that our liability to you under these Terms and Conditions will not exceed the amount of any deposits, fees or other charges you pay to us. Nothing in these Terms and Conditions excludes or limits our liability to you for personal injury or death caused by our negligence.

12.3. We will not be responsible to you for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond our reasonable control.

13. Alterations to the Website and Terms and Conditions

13.1. We reserve the right at any time to make changes to the Website. We may also change these Terms and Conditions but, save to the extent that we are obliged to make changes by law, you will be subject to the terms, conditions and policies in force at the time you accept these Terms and Conditions.

13.2. If any of these Terms and Conditions are deemed invalid, void or unenforceable for any reason, they will be deemed severable and will not affect the validity or enforceability of the remaining Terms and Conditions.

14. General terms

14.1. You must ensure that you provide us with your contact details, including a telephone number, home address, and email address, on which you can be contacted and to ensure that all of these details are kept up to date. We will not be held responsible for communications which you do not receive because the contact details you have provided us with are out of date.

14.2. You agree to receive communications from us electronically and that electronic communications will satisfy any legal requirement for communications to be in writing.

14.3. Any correspondence or enquiries should be directed to us using the information contained in the Details List in schedule 1.

15. Entire Agreement

15.1. These Terms and Conditions (including any documents which are referred to) constitute the whole agreement between you and us and supersede all previous agreements between you and us relating to their subject matter.

15.2. Both we and you acknowledge that, in agreeing to these Terms and Conditions, neither you nor we have relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms and Conditions.

15.3. Nothing shall limit or exclude any liability for fraud.

16. Waiver

If you breach these Terms and Conditions no failure to exercise, nor any delay in exercising, any right or remedy available to us shall operate as a waiver of any of your obligations to us. Similarly, no single or partial exercise of any such right or remedy shall prevent us from later exercising whatever rights and remedies are still available to us. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

17. Third Party Rights

No one apart from you and us shall have the right to enforce these Terms and Conditions pursuant to the Contract (Rights of Third Parties) Act, unless there is a specific provision to this effect.

18. Governing law and jurisdiction

18.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of KKTC. The courts of KKTC shall have exclusive jurisdiction to settle any dispute including, without limitation, disputes relating to any non-contractual obligations, arising out of or in connection with these Terms and Conditions.

18.2. If a court judges any part of these Terms and Conditions to be void or, for any other reason, unenforceable, then those parts shall be deemed to be deleted and shall not apply but the remaining parts of these Terms and Conditions shall continue to apply.

18.3. The parties may, if they agree, use negotiation, mediation, arbitration or adjudication as an alternative to court proceedings.

18.4. The rights and remedies provided in these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

Schedule 1: DETAILS LIST

Details for GÖR

Tel: +90 392 228 20 00

0542 873 77 58

Fax 0392 228 20 10

Email: Reservasyonlar@gunesrezidans.com

Details: ARVEDA Real Estate Limited, Lefkoşa, Registered in KKTC : Company Number: 17853

Property Address: Sivrihisar Caddesi, Lefkoşa. Kıbrıs

Correspondence Address: Sivrihisar Caddesi, Lefkoşa. Kıbrıs, Mersin-10, Turkey

Bank Details:

Account Name: Bank's Name: Bank's Address:

Account Number: Sort Code:

IBAN: IBAN BIC:

Schedule 2 Accommodation Policy

1. Definitions and interpretation

1.1. (For the avoidance of doubt) in this Schedule any terms already defined in clause 1 of the Terms and Conditions shall have the meanings given to them, accordingly references to a paragraph is to a paragraph in this schedule and a reference to a clause is a reference to a clause in the Terms and Conditions.

1.2. In this Schedule we use the following words which have the following meanings:

;

1.2.1. "Building" means:

1.2.1.1. where your Room is at our GÖR Otayköy site, Sivrihisar Caddesi, Lefkoşa

1.2.2. "Building Communal Areas" means the entrances, entrance hall, staircases, lifts, landings, corridors, laundry rooms and other areas within the Building which are from time to time provided by the Owner for communal use;

1.2.3. "Contents" means the furniture and effects which are detailed in Inventory;

1.2.4. "Our Agent" means GÖR management or such other person or body as we may appoint from time to time to manage the Building;

1.2.5. "Owner" means:

1.2.5.1. where your Room is at our GÖR Otayköy site, ARVEDA Real Estate Limited;

1.2.6. "Regulations" means all regulations, including (but not limited to) those contained in the GÖR Student Handbook, which the Owner or Our Agent may issue from time to time for the purposes of ensuring the safety, cleanliness, security and general good management of the Building;

1.2.7. "Your Rights" means the rights granted by paragraphs 2.1 and 2.2; 1.2.11. "Your Room" means the Room at the Building specified in the Booking Confirmation.

1.3. A reference to the end of the Accommodation Period includes also the date on which Your Rights are terminated pursuant to the provisions of paragraph 6.

Your rights

2.1. Subject to:

2.1.1 your complying with your obligations in this Schedule; and

2.1.2 your remaining a full time student with an Educational Institution at all times during the Accommodation Period, you will have the right, provided you have complied with the conditions set out in clause 4.1 to use your Room from the Check-In Date and, at the same time, to exercise the further rights detailed in paragraph 2.2.

2.2. In connection with your use of Your Room, and in common with all others so entitled, you may:

2.2.1. use the Building Communal Areas for the purposes for which they have been made available; and

2.3. It is agreed that neither you nor we have any intention that you will have the right to exclusive occupation of Your Room any more than any other part or parts of the Building.

Our rights

We can require you to move to another Room of equivalent standard in order to carry out emergency repairs, for health and safety reasons, to avoid difficulties between people using the Building, because of reasonable logistical or administrative requirements or for the better management of the Building. If that happens the provisions of this Schedule shall continue to apply to you and to us just as before, save that references to 'Your Room' will be references to the replacement Room.

4. Your Obligations

You agree with us that:

4.1. License Fee

You will pay to us the Fees on the date(s) specified for payment as
shown in the Booking Confirmation

4.2. Personal agreement

Except in accordance with the provisions of paragraph 4.3, you will not permit anyone else to exercise any of the Rights. In particular you cannot share, or allow anyone else to use, or to occupy, Your Room.

4.3. Guests

4.3.1. You may allow one (but not more than one) guest who is over 18 years of age stay in Your Room for one night on up to five occasions

4.3.2. You will be responsible at all times for your guests and will be liable for any costs, expenses or other liability incurred or suffered by us as a result of anything your guest does, or fails to do, in the Building.

(which may not be carried over) in any calendar month, subject to:

4.4.1.1. your first obtaining our permission which we may refuse for any reason whatsoever as we see fit; and

4.4.1.2. any guest to whom permission has granted providing us with: (i) satisfactory photographic identification in the form of a valid passport or driver's license proving that that guest is over 18 years of age; and (ii) their contact details;

4.4.1.3. your guest confirming to us that they will, whilst on the Building, comply with the Regulations so far as they apply to the use and occupation of the Building;

4.4.1.4. your guest agreeing to vacate the Building immediately upon request from us, or from Our Agent, for them to do so;

4.4.1.5. your guest confirming to us that he agrees that we will not have any liability to y our guest for his use of the Building nor for any loss or damage to your guest's personal possessions brought into the Building.

4.5. Your use of the Room, Communal Areas and the Building Communal Areas

4.5.1. You will not use Your Room except for residential and study purposes and (for the avoidance of doubt) will not use it for any public auction, trade, profession or business whatsoever.

4.5.2. You will not:

4.5.2.1. do or allow anything to be done that may cause a nuisance, annoyance, damage, disturbance or injury to us or to anyone else using the Building, and in particular (but without limitation) you will not cause any annoyance or inconvenience to any other person from noise or light from radios, televisions, music players, computers, musical instruments or other equipment or loud voices;

4.5.2.2. receive paying guests in Your Room;

4.5.2.3. obstruct in any way, or prevent others in any way from using, the Communal Parts or the Building Communal Parts;

4.5.2.4. cause any damage to Your Room, or the Building Communal Parts;

4.5.2.5. hang or allow to be hung any clothes or other items outside Your Room;

4.5.2.6. display any notice, poster or sign outside Your Room or inside it but where it is visible from outside Your Room;

4.5.2.7. keep or use any flammable, dangerous or offensive goods or materials in Your Room including (but not limited to) any candles, incense burners, portable oil or gas heating equipment and any knives, firearms or other weapons;

4.5.2.8. tamper with any fire prevention systems or fire control equipment serving the Building;

4.5.2.9. keep any pets or animals (excluding guide dogs but including, for the avoidance of doubt, reptiles, birds and insects) of any type in Your Room;

4.5.2.10. leave Your Room empty for any period of more than two weeks without our prior agreement or that of Our Agent;

4.5.2.11. use Your Room for any purpose which is illegal including, but not limited to, keeping, selling or using any illegal drugs;

4.5.2.12. smoke in any part of the Building (including Your Room) except in any outdoor area or room balconies which is specifically designated by us or by Our Agent as being available for use as a smoking area; and

4.5.2.13. use any electrical appliance in Your Room unless and until satisfactory evidence has been provided to us or to Our Agent that the electrical appliance has passed a Portable Appliance Test.

4.5.3. Whenever Your Room is left unattended, you will fasten securely all locks and bolts fitted to the doors and windows of Your Room Regulations

4.5.4 You have read and accepted the contents of the GÖR Student Handbook, including the obligation to pay any maintenance fees and charges levied by us or our Agent in accordance with the terms of the GÖR Student Handbook. If there is any inconsistency between the contents of the GÖR Student Handbook and those of this Schedule then the terms of this Schedule will apply.

4.5.5 Without prejudice the provisions of paragraph 4.6.1 you will also comply with all other Regulations.

4.6. Caring for Your Room Your Apartment and the Contents You will:

4.6.1. keep Your Room clean and tidy and keep its internal decorations in good condition (fair wear and tear being allowed for)

4.6.2. keep the Contents in good condition (fair wear and tear being allowed for) and not remove any of them from Your Room; and

4.6.3. if we serve notice on you requiring you to do so, take whatever steps are necessary to make good the consequences of any failure by you to comply with your obligations in this paragraph 4.7 within 48 hours.

4.7. Alterations

You will not alter or make any additions to Your Room nor put up any television aerials or satellite dishes in or outside Your Room or any other part of the Building and in particular:

4.7.1. you will not alter or change or install any locks to the doors or windows in Your Room;

4.7.2. you will not have additional keys cut or security passes and/or keycards made either for Your Room without our consent; and

4.7.3. you will not give your keycards, security passes and/or keys for Your Room, or the Building to anyone else.

4.8. Keeping us informed

4.8.1. You will give to us, within seven days of receipt, any notice you have received relating to the Building, and you will not to respond to any such notice except on our express instructions.

4.8.2. You will notify us as soon as you become aware of any defect, damage or breakage to Your Room, the Contents, the Building Communal Parts or any other parts of the Building.

4.8.3. You will notify us promptly of any maintenance or repairs which are required for any part of the Building (including any equipment which forms part of it) for which we are responsible.

4.8.4. You will report any accident or incident in the Building to us as soon as possible after it occurs and, where relevant, complete or assist us in completing a written report of any such accident or incident.

4.9. Viewing

You will not impede or obstruct anyone authorised by us or by Our Agent to enter Your Room in order to view it at reasonable times of the day.

4.10. Insurance

4.10.1. You will not do anything which will or may cause the policy of insurance relating to the Building or any nearby property to become void or voidable or the premium on any of such policies be increased.

4.10.2. You will be fully responsible for protecting your personal property against all risks of loss or damage (including but not limited to theft and breakage) and for obtaining a suitable insurance policy. You acknowledge that we are not responsible for any such loss or damage in any way whatsoever.

4.10.3. GÖR will supply each student with personal emergency health cover for up to TL10,000.00

4.11. Obligations at the end the Accommodation Period

4.11.1. At the end of the Accommodation Period created by this agreement you will no longer be entitled to use any part of the Building and you must:

4.11.1.1. return all keys, keycards and/or security passes relating to Your Room to us;
and

4.11.1.2. remove all your personal possessions and rubbish from the Building.

4.11.1.3. If you do not comply with the obligations set out in clauses 4.12.1, we will be entitled to use all or any part of the Deposit to make good any loss, damage or expense incurred by us as a result. Your liability to us will not be limited to the amount of the Deposit. You will be liable for any additional loss, damage or expense we suffer over and above that amount.

4.11.1.4 You authorise us to store or dispose of any of your personal possessions which are left in the Building after the end of the Accommodation Period. In addition, if we dispose of any property which does not belong to you in the mistaken belief, held in good faith (which shall be presumed unless the contrary be proved), that such property belonged to you, you will indemnify us for any costs, expenses or other liability incurred or suffered by us.

4.12. Costs and indemnity

4.12.1. You will indemnify us against all costs, expenses, losses, damages or other liability suffered or incurred by us as a result of any breach by you of your obligations in this Schedule.

4.12.2. To the extent not already covered by clause 4.13.1 you will:

4.12.2.1. indemnify us against any bank charges which may be charged to, or payable by, us as a result of any payments which are due from you to us being rejected, stopped or otherwise referred for payment;

4.12.2.2. pay the cost of replacing any keys, keycards and/or security passes issued to you which are lost or which are not returned to us when the Accommodation Period comes to an end;

4.12.2.3. indemnify us against the cost of carrying out any repairs, decorations or cleaning, or the cost of replacing any items, where this has been done in order to make good the consequences of any breach by you of your obligations in this Schedule;

4.12.2.4. indemnify us against the cost of repairing or, where we consider that they are beyond economic repair, the cost of replacing any of the Contents which are broken or which have been damaged during the Accommodation Period;

4.12.2.5. indemnify us against the cost of cleaning all curtains and wood flooring in Your Room which have become soiled or dirty during the Accommodation Period or (where they cannot be cleaned) the cost of providing replacement items of equivalent quality; and

4.12.2.6 If we agree to accept or make any such payments by credit card, you will indemnify us against any credit card charges which may be charged to, or be payable by, us on any payment or repayment which is made by, or to, you.

4.12.2.7 You will be liable to pay us interest at the rate of 3% per year above the base rate from time to time KKTC central bank every sum payable by you to us that is not paid on the date it is due. The interest shall be calculated on a daily basis from and including the date the sum in question is due up to, but not including, the date of payment (both before and after any judgment).

4.12.2.8 If you fail to pay the Fees by the dates set out in the Booking Confirmation, we will be entitled to charge you an administration fee of TL500.00, which will reimburse us for costs incurred as a result of your late payment of the Fees.

4.13. Parking

4.13.1. Car parking is available but will be offered on a 'first come first serve' basis for a fee which will be given in GÖR APP.

Our maintenance obligations

We agree with you that we will use reasonable endeavors to keep in a satisfactory state of repair and condition and (where applicable) in working order:

- 5.1. the structure and the outside and inside of the Building Communal Parts;
- 5.2. the installations which supply electricity, space heating, lighting and hot and cold water to the Building; and
- 5.3. the drains and other installations for the purposes of sanitation which serve Your Room.

Termination If:

- 6.1. you cease being a student at an Educational Institution; or
- 6.2. you fail to take the steps necessary to remedy (where capable of remedy) any breach of your obligations in this Schedule within 14 days of receiving notice from us or from Our Agent to do so (and by making a Booking you acknowledge that breaches of clauses 4.5.2.11 and 4.5.2.12 are not capable of being remedied); we may give you notice of termination and, if we do, Your Rights will come to an end on that date. For the avoidance of doubt, you will remain liable for all Fees due, but not paid, at the termination date.

ANNEX 1

REFUND AUTHORISATION FORM

(Please see back side of this document for a guide to filling out the form)

Name: _____

Room No: _____

Date of Check Out: _____

Tel No: _____

Email _____

Home Address: _____

Signed: _____

Date: _____

Damage Deposit Payment Method (Please tick which applies):

- ONLINE BY CREDIT/DEBIT CARD There is nothing further to complete
- BANK TRANSFER Please complete section (1) only
- CREDIT/DEBIT CARD Please complete section (2) only

SECTION 1: BANK TRANSFER

Account Holder's Name: _____

Name of Bank: _____

Bank's Address: _____

FILL IN SECTION A OR B

A) BANK ACCOUNT

Account No.: _____
Account Name; _____
IBAN code: _____

B) INTERNATIONAL BANK ACCOUNT

IBAN: _____

IBAN BIC or SWIFT: _____

ACCOUNT NUMBER: _____

Account Name: _____

Any Other Information Required: _____

SECTION 2: CREDIT/ DEBIT CARD

Card Holder's Name: _____

Type of Card: (Please circle)

Visa / MasterCard / Visa Debit / Switch or Maestro / Electron / Other (please specify): _____

Card Number: _____

Expiry Date: _____

Valid From: _____

NUMBER: _____

Card Holder's Signature: _____

Date: _____

REFUND AUTHORISATION FORM

A GUIDE TO FILLING IN THE FORM

Your Deposit refund will be processed within 45 days of you checking out and GÖR receiving your completed Refund Authorisation Form. We can only issue the refund by the same payment method by which you paid. Please note that an incomplete form can delay your refund.

PLEASE COMPLETE THE FORM AND EITHER HAND TO RECEPTION OR SCAN AND EMAIL TO info@gunesrezidans.com

What method did I use to pay my Deposit?

- ONLINE on the Gunes Student Residence Website
- By Credit/Debit Card e.g. at reception
- By bank transfer

Is the original card I used still valid? (I.e. NOT lost/stolen/replaced)