

# General Terms and Conditions

## Introduction

Below, you will find our General Terms and Conditions. These General Terms and Conditions always apply when you use our website and/or place an order via our website and contains important information for you as a buyer. We recommend you to read the General Terms and Conditions carefully. We also recommend you to save or print them, so you will be able to read them again later.

## Definitions

1. Golfvolunteersturkey: with no registered office and acting as a worldwide non-profit organisation working under the name **Golf Volunteers Turkey**.
2. Website: **[golfvolunteersturkey.org](http://golfvolunteersturkey.org)** website. Can be consulted at: [golfvolunteersturkey.org](http://golfvolunteersturkey.org) and all related sub-domains.
3. Customer: the natural or legal person, who may or may not be acting in pursuance of a profession or business, who enters into an Agreement with **Golf Volunteers Turkey** and/or has registered at the Website.
4. Agreement: any contract or agreement between **Golf Volunteers Turkey** and the Customer, which the General Terms and Conditions are an integral part of.
5. General Terms and Conditions: these General Terms and Conditions.

## Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all offers, agreements and deliveries by **Golf Volunteers Turkey**, unless expressly agreed otherwise in writing.
2. If the Customer accepts provisions or terms and conditions that derogate from, or are not part of the General Terms and Conditions, in his order, confirmation or notification, these will be binding for **Golf Volunteers Turkey** only if and insofar as they have been expressly accepted in writing by **Golf Volunteers Turkey**.
3. In the event that in addition to these General Terms and Conditions specific product or service conditions also apply, those conditions will also apply, but in the event of conflicting conditions, the Customer always has the right to use the applicable provision that is most favourable to him.

## Prices and information

1. All prices provided on the Website and other materials from **Golf Volunteers Turkey** include VAT and other government taxes, unless stated otherwise on the Website.

2. If shipping costs are charged, this will be stated clearly before the Agreement is signed. In addition, these costs will be shown separately in the ordering process.
3. The content of the Website has been compiled with the greatest care. **Golf Volunteers Turkey**, however, cannot guarantee that all the information on the website is correct and complete at all times. All prices and other information on the Website and in other materials from **Golf Volunteers Turkey** are subject to apparent programming errors and typos.
4. **Golf Volunteers Turkey** cannot be held reliable for (colour) deviations resulting from screen quality.

## Realisation of the Agreement

1. The Agreement is realised when the Customer has accepted the offer from **Golf Volunteers Turkey** and is in compliance with the terms and conditions stated by **Golf Volunteers Turkey**.
2. If the Customer has accepted the offer electronically, **Golf Volunteers Turkey** shall promptly confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed, the Customer has the option to dissolve the Agreement.
3. If it turns out that incorrect information was provided by the Customer in the acceptance or in otherwise entering into the Agreement, **Golf Volunteers Turkey** has the right to fulfil their obligations only after the correct information has been received.
4. **Golf Volunteers Turkey** may legally obtain information regarding whether the Customer will be able to fulfil his payment obligations, but also regarding any facts and factors that are important for entering into the Agreement responsibly. If **Golf Volunteers Turkey** has good reasons not to enter into the Agreement, based on this research, it has the legal right to deny an order or request or to attach special conditions, such as pre-payment to its execution.

## Registration

1. To make optimum use of the Website, the Customer may register via the registration form / the account registration option on the Website.
2. During the registration procedure, the Customer will choose a user name and password, which he can use to login on the Website after registration. The Customer is responsible for choosing a sufficiently safe password.
3. The Customer must keep his login information, username and password, confidential. **Golf Volunteers Turkey** is not liable for misuse of the login information and may assume that the Customer registering at the Website is really that Customer. Anything that happens via the Customer's account will come under the responsibility and risk of the Customer.
4. If the Customers knows or suspects that his login information has fallen into the hands of unauthorized individuals, he must change his password as soon as possible and/or inform **Golf Volunteers Turkey** of this, so that **Golf Volunteers Turkey** can take suitable measures.

# Execution of the Agreement

1. As soon as the order has been received by **Golf Volunteers Turkey**, **Golf Volunteers Turkey** will send the ordered item(s) as soon as possible, in compliance with the provisions in paragraph 3 of this Article.
2. **Golf Volunteers Turkey** has the right to hire third parties in the execution of the obligations resulting from the Agreement.
3. On the Website, it is clearly described, in a timely manner, before signing the Agreement, how delivery will take place and within what time period the products will be delivered. If no delivery time has been agreed on, or stated, the products will be delivered within 30 days in any case.
4. If **Golf Volunteers Turkey** cannot deliver the products within the agreed time period, they must inform the Customer of this. The Customer may agree with a new delivery date or use the option to cancel the Agreement free of charge.
5. **Golf Volunteers Turkey** advises the Customer to inspect the delivered products and to report any defects within a reasonable period of time, preferably in writing or by email. For more details, see the Article regarding warranty and conformity.
6. As soon as the products to be delivered have been delivered, the risk regarding these products is transferred to the Customer. If something different has expressly been agreed on, the risk will be transferred to the Customer sooner. If the Customer decides to pick up the products, the risk will be transferred at the same time as the products.
7. **Golf Volunteers Turkey** has the right to deliver a similar product of similar quality as the ordered product, if the ordered product is no longer available. The Customer will then have the right to cancel the agreement, free of charge and return the product free of charge.

# Right of cancellation/returns

1. The Customer has the right to cancel the Agreement he entered into remotely with **Golf Volunteers Turkey**, free of charge, within 14 calendar days after receipt of the product, without having to provide reasons. The term commences on the day after the Customer, or a third party appointed by him, who is not the transporter, has received the product, or: If the Customer has ordered several products in one order: the day the Customer, or a third party appointed by him, received the last product; If the delivery of a product consists of several shipments or parts: the day the Customer, or a third party appointed by him, received the last shipment of the last part; For agreements for regular delivery of products during a particular period: the day the Customer, or a third party appointed by him, received the first product;
2. The Customer only has to pay for the direct costs for the return shipment. The Customer therefore has to pay the return costs himself. If this amounts to more than the regular postage, **Golf Volunteers Turkey** will provide an estimate of these costs. Any costs paid by the Customer for shipping and payment of the product to the Customer will be reimbursed to the Customer upon the return of the entire order.

3. Within the cancellation period provided in paragraph 1, the Customer must treat the product and the packaging with care and only open it and use the product as much as is needed to check the nature, characteristics and functioning of the product. It is assumed that this inspection should not be more elaborate than it would be if the Customer was in a physical store. Products may only be returned un-used and in their original packaging by Customers acting in pursuit of their profession or business.
4. The Customer is liable for impairment of the product that is the result of treating the product in a way that goes beyond what was permitted in the previous paragraph.
5. The Customer may cancel the Agreement in accordance with the time period provided in paragraph 1 of this Article, by sending the sample cancellation form to **Golf Volunteers Turkey** (digitally), or inform **Golf Volunteers Turkey** in another unequivocal way that he is cancelling the purchase. If there is a digital message, We will confirm receipt of this message. After cancelling, the Customer still has 14 days to return the product. The product may also be returned immediately, within the cooling-off period mentioned in paragraph 1 of this Article, provided the sample cancellation form or another unequivocal declaration for cancellation is included. Products may be returned to: **Golf Volunteers Turkey**
6. Any amounts already paid by the Customer (in advance) will be reimbursed as soon as possible, but at the latest within 14 days after the cancellation to the Customer by the same payment method the Customer used to pay for the order. If the Customer has opted for a more expensive method of delivery than the cheapest standard delivery, **Golf Volunteers Turkey** does not have to pay the additional costs for the more expensive shipping method. Unless **Golf Volunteers Turkey** offers to pick up the product, **Golf Volunteers Turkey** will wait until **Golf Volunteers Turkey** has received the product or until the Customer shows that he has returned the products, whichever is sooner, to provide the reimbursement.
7. The Website shall clearly show information regarding the applicability of the cancellation right and any other desired procedure in a timely manner before the Agreement is signed.
8. The cancellation right does not apply to:
  - Products that have been created by the business owner in accordance with specifications from the consumer;
  - Products that can spoil or degrade quickly;
  - Individual issues of newspapers and magazines;
  - Product that are not suitable for returning for reasons of health protection or hygiene and whose seal is broken after delivery;
  - The delivery of digital contact other than on a material carrier if the implementation has begun with explicit prior permission from the Customer and he has declared that this will make cause him to lose his cancellation right.

## Payment

1. The Customer must make payments to **Golf Volunteers Turkey** according to the payment methods indicated in the order procedure and possibly on the Website. **Golf Volunteers Turkey** is free to decide what payment methods to offer and may also change these from time to time. If payment is made after delivery, the Customer will have a payment period of 14 days, starting on the day after delivery.
2. If the Customer does not make a payment within the allocated time period, and he has been reminded by **Golf Volunteers Turkey** of his late payment and been given 14 days to pay, and the Customer still has not paid the amount owed after this 14-day period, **Golf Volunteers Turkey** has the right to charge the Customer for extrajudicial collection costs. These extrajudicial expenses may be at maximum: 15% of outstanding amounts up to €2,500.00; 10% of the next €2,500.00 and 5% of the next €5,000.00 with a minimum of €40.00. **Golf Volunteers Turkey** may deviate from the amounts and percentages provided at the benefit of the Customer.

## Warranty and conformity

1. This article only applies if a Customer is not acting in pursuance of his profession or business. If **Golf Volunteers Turkey** provides a separate warranty on the products, without prejudice to the aforementioned provision, this applies to all types of Customers.
2. **Golf Volunteers Turkey** guarantees that the products meet the requirements of the Agreement, the specifications provided in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations at the time the agreement was signed. If specifically agreed, **Golf Volunteers Turkey** also guarantees that the product is suitable for other than normal use.
3. A warranty provided by **Golf Volunteers Turkey**, manufacturer or importer, does not diminish the legal rights and claims the Customer already has and may appeal to, based on the Agreement.
4. If the product delivered does not conform to the Agreement, the Customer must inform **Golf Volunteers Turkey** of this within a reasonable amount of time after he has discovered the defect.
5. If **Golf Volunteers Turkey** considers the complaint to be valid, the relevant products will be repaired, replaced or reimbursed, after consultation with the Customer. The maximum reimbursement is equal to the price paid by the Customer for the product, in pursuance of the Article regarding liability.

## Complaint procedure

1. If the Customer has a complaint about a product (in accordance with the Article regarding warranty and conformity) and/or other aspects of **Golf Volunteers Turkey** services, he may submit a complaint to **Golf Volunteers Turkey** by phone or email. See the contact details under the General Terms and Conditions.
2. **Golf Volunteers Turkey** shall provide a response to the complaint to the Customer as soon as possible but, in any case, within 7 days of receipt of the

complaint. If it is not yet possible to provide a substantive or definitive response, **Golf Volunteers Turkey** shall confirm receipt of the complaint and provide an indication of the time period in which they expect to be able to provide a substantive or definitive response to the Customer's complaint within 7 days after receipt of the complaint.

## Liability

1. This Article only applies if the Customer is a natural or legal person acting in pursuance of his profession or business.
2. The total liability of **Golf Volunteers Turkey** to the Customer due to attributable shortcomings in the execution of the Agreement is limited to a payment of maximum the amount of the price stipulated for the Agreement (including VAT).
3. **Golf Volunteers Turkey** liability to the Customer for indirect damage, including but not limited to, consequential damage, lost profit, missed savings, loss of data and damage due to business interruptions, is excluded.
4. Other than in the cases mentioned in the previous two paragraphs, **Golf Volunteers Turkey** is not liable to the Customer for damages, regardless of the reason the damages would be based on. The limitations mentioned in this Article, however, will be lifted if and insofar as the damage is the result of wilful intent or gross negligence on the part of **Golf Volunteers Turkey**.
5. **Golf Volunteers Turkey** liability to the Customer due to attributable shortcomings only occurs if the Customer notifies **Golf Volunteers Turkey** of default immediately in writing, providing a reasonable term to remedy the shortcoming, and **Golf Volunteers Turkey** continues to be in default after that term. The notice of default should describe the shortcomings in as much detail as possible, so that **Golf Volunteers Turkey** can adequately reply.
6. The condition for there to be any right to damages is always that the Customer must report the damage as soon as possible, but at the latest within 30 days after they occurred, to **Golf Volunteers Turkey**, in writing.
7. In the event of force majeure, **Golf Volunteers Turkey** is not obligated to pay any damages to the Customer for damages sustained by this.

## Retention of Title

As long as the Customer has not completed payment for the entire agreed amount in full, all the goods delivered will remain the property of **Golf Volunteers Turkey**.

## Personal Data

**Golf Volunteers Turkey** processes the Customer's personal data in accordance with the privacy statement published on the Website.

## Final Provisions

1. This Agreement is governed by International law.

2. Unless otherwise stipulated by mandatory rules, any disputes that may arise as a result of the Agreement shall be presented to the authorised court in the district where **Golf Volunteers Turkey** has operations from.
3. If a provision in these General Terms and Conditions proves to be null and void, this does not affect the validity of the entire General Terms and Conditions. They shall, in that case, determine a new provision, which is as much in line with the original provision as legally possible.
4. In these General Terms and Conditions, the term "in writing" includes, communications by email and fax, provided the identity of the sender and the integrity of the email has been sufficiently established.

## Contact Details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us in writing or by email.

### ***Golf Volunteers Turkey***

Non-profit service provider

[info@golfvolunteersturkey.org](mailto:info@golfvolunteersturkey.org)

<https://www.golfvolunteersturkey.org>

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>