

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Language of the contract

The language used shall be English.

Communications

4.1 All communication between the Contracting Parties will be exclusively in writing form. The designated contact person for communication is Dilara Çakır.
email: dilara@redi-ngo.eu / phone number: +90 533 468 43 32
The official address is Bahçelievler, 1851/10. Sokak No:3, 35600 Karşıyaka, Izmir,
e-mail: turkiye@redi-ngo.eu

Contractor:
[Full name]
[Function]
[Company name]
[Full official address]
Email: [complete]

Supply of documents

Proof of ownership of the premises and technical documentation for the venue.
Property Handover Document concluded upon the Contractor's entry and exit into property.

Assistance with local regulations

The provisions specified in the Lease Agreement section of Chapter 4 of the Turkish Code of Obligations (TCO) No. 6098, published in the Official Gazette, will be applied while preparing the contract. The relevant legislation can be accessed here:
<https://www.mevzuat.gov.tr/mevzuatmetin/1.5.6098.pdf>

General obligations

1. Obligations of the Lessor (Contractor):

- **Delivery of Property:** The lessor must deliver the property to the lessee in good condition, suitable for the intended use.
- **Maintenance and Repairs:** The lessor is generally responsible for major structural repairs and ensuring that the property remains habitable or functional, unless otherwise agreed.
- **Peaceful Enjoyment:** The lessor must ensure the lessee's quiet and undisturbed use of the property during the lease term.

2. Obligations of the Lessee (Contracting Authority):

- **Payment of Rent:** The lessee must pay rent as agreed in the lease contract, on time and in full.
- **Proper Use of Property:** The lessee must use the property only for the agreed purpose and take reasonable care of it.
- **Return of Property:** At the end of the lease term, the lessee must return the property in the condition it was received, subject to normal wear and tear.

Origin

N/A

Article 11 Performance guarantee

- 11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

1. The tenant is obliged to use the rented property as if it were their own and to prevent its deterioration, loss of qualities, and damage to its reputation and prestige.
2. The costs related to water, electricity, natural gas, heating, building maintenance fees (such as lighting and cleaning of common areas), and janitorial services shall be borne by the tenant.
3. The tenant must return the rented property to the landlord in the same condition as it was received. However, if any malfunction or damage occurs that falls under the landlord's responsibility, the tenant must notify the landlord in writing. The landlord shall not be liable for any expenses incurred by the tenant without prior notification. The tenant may, with the landlord's consent, carry out certain beneficial renovations, repairs, and decorations within the rented property. Upon vacating the premises, the landlord's rights regarding such modifications shall be limited to the terms of the agreement.
4. The tenant shall take responsibility for subscribing to electricity, water, and natural gas services in their name within 30 days from the signing of the contract and shall bear the related costs. Additionally, for residential rentals, tenants must submit a declaration of residence to the local neighborhood authority within 15 days.
5. The landlord shall be responsible for property taxes and repairs, while the tenant shall cover necessary cleaning and maintenance expenses related to the property's usage, in accordance with customary practices.
6. If the tenant wishes to vacate the rented property at the end of the lease term, they must notify the landlord in writing at least one month before the lease expires, subject to the special conditions outlined in Annex 1 and 2 of this contract.

Programme of implementation of tasks

N/A

Sufficiency of tender prices

The price of the contract shall be that shown on the financial offer (specimen in Annex IV).

Commencement order

The contract shall enter into force on the estimated date of 16.07.2025

Period of implementation of the tasks

No tasks or legal obligations are contracted outside the scope of the tender.

Quality of supplies

The contractor must deliver the property to the lessee in good condition, suitable for the intended use. The contractor is generally responsible for major structural repairs and ensuring that the property remains habitable or functional, unless otherwise agreed.

The Contractor undertakes to carry out, at their own expense, any necessary repairs related to malfunctions or damages affecting the proper use of the leased property, provided such issues are not caused by the Tenant's negligence or misuse.

Upon receiving written or verbal notice from the Tenant regarding any such malfunction, the Landlord shall take all reasonable steps to remedy the issue **as soon as possible**, but no later than a reasonable time frame considering the nature and severity of the problem.

The Tenant shall cooperate with the Landlord or appointed contractors to allow access to the premises for the purpose of conducting the necessary repairs.

Inspection and testing

The venue will be inspected at the time of the initial handover.

General principles for payments

Payments shall be made in TRY.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made via bank transfer by **ROMA ENTREPRENEURSHIP DEVELOPMENT INITIATIVE REDI TURKIYE** to the bank account specified in the FIF.

Delayed payments

Any delay in payment will be subject to penalties imposed by the Contractor, limited by local legislation and the agreement of the parties.

Delivery

N/A

Settlement of disputes

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Turkiye in accordance with the national legislation of the state of the contracting authority.

Data protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹ and as detailed in the specific privacy statement published at ePRAG.

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¹ OJ L 205 of 21.11.2018, p. 39