



specialist
MOROCCO

Booking Terms and Conditions

Specialist Destinations Ltd trading as Specialist Morocco accepts bookings subject to your agreement to the following Terms and Conditions and the other general information included on the website, our brochures, dossiers and quotations, which form your contract with us. Please take time to read them carefully. Specialist Destinations Ltd (whose registered offices are Crossways House, Crossways Road, Grayshott, Hindhead, Surrey, GU26 6HJ, England), with its agents and associates, is hereinafter referred to as “the Company”, “we”, “us” or “our” and the client is referred to as “the client”, “you” or “your”. The client warrants that he/she has the authority to conclude this booking and accepts all Terms and Conditions.

1. YOUR CONTRACT

No contract shall exist between the Company and client until:

- a) The Company has received written confirmation from the client that they wish to make a booking.
- b) A deposit has been paid by the client.
- c) The client has agreed to the Booking Terms & Conditions.
- d) We send you a confirmation invoice.

No person, organisation or employee of the Company other than a Director has the authority to vary the booking conditions. The Company reserves the right to decline any booking.

By asking us to confirm your booking, the person who makes the booking is taken to have accepted these booking conditions on behalf of all persons named on the booking. Once we have received the applicable payment(s) due at the time of booking, we will, subject to availability of the requested arrangements, send you your invoice. It is at the point when we issue this to you that a valid contract will come into existence between us. For bookings made via our website, any acknowledgement of your booking request we send to you in the meantime is not a confirmation of your booking.

Please check your confirmation invoice and all tickets and documents carefully on receiving them and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within seven days (five days for tickets) of our sending it out. We will of course do all we can to rectify any mistake notified to us but you must meet any costs involved in doing so if you have notified us outside of these limits.

If you book via our website, we will communicate with you by e-mail or by telephone. You must accordingly check your e-mails on a regular basis. Certain documents may need to be sent by post.

2. RELEVANT LAW

This agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement) shall be governed in all respects by the laws of England.

3. PAYMENT CONDITIONS

(i) A non-refundable deposit, typically 20%, of the ‘land only’ total price from each client is required when confirming your booking and will be shown on the quotation page of your itinerary. In addition to the deposit, full or part payment of certain elements of your holiday (such as flights) may be required at the time of booking or at some point between booking and balance due date. The amount payable varies, depending on the holiday. The deposit and all such additional payments are non refundable except as set out in clause 4 and 5.

(ii) The balance is due in full by the client not later than 70 days (10 weeks) prior to date of holiday departure. Should the full amount (including any surcharge where applicable) not be received in the specified time, the Company reserves the right to treat the booking as a cancellation. In this case, we will be entitled to keep all amounts paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 3 depending on the date we reasonably treat your booking as cancelled.

(iii) Full payment is required at the time of booking for all bookings made after balance due date as above.

(iv) Occasionally we may be required to make payment to suppliers earlier than normal, for example to secure accommodation and other services during peak periods, and failure to comply with these terms may result in the loss of confirmed arrangements. Where this situation arises, we reserve the right to ask you to make payment of the requested sum within a stipulated period and prior to balance due date. We will of course endeavour to avoid doing so if we can. Any such early payment will be non refundable except as set out in clause 4 and 5.

(v) Methods of Payment are by bank transfer, cash, cheque, credit or debit card. Details will be provided upon confirmation of booking.

(vi) If you are booking your holiday through one of our authorised travel agents the balance must be paid to the agent two weeks prior to the applicable balance due date as specified on the invoice and quotation. All payments made to one of our authorised travel agents for the arrangements we have contracted to provide will be held by them on our behalf. If you book your holiday through a

travel agent who is not a member of TTA, ABTA or other recognised travel trade association, all payments must be made to us directly and not your travel agent.

4. CLIENT CANCELLATION OR ALTERATION CONDITIONS

Any cancellations made by a client before due arrival date must be done in writing by recorded delivery post or by email. The date on which the Company receives the correspondence will determine the cancellation charge, if any.

As proof of receipt by email of your notification to cancel you must receive and retain written acknowledgement from us. Charges will be applied from the date the letter is received, or the email is acknowledged by us, according to the scale below. The charges are applied as a percentage of the total holiday cost excluding any amendment charges and any amounts paid in addition to the deposit at the time of booking or before balance due date which are non refundable in the event of cancellation.

- a) 70 days and over before due arrival date: Your deposit will be forfeited.
- b) 69 to 50 days before due arrival date: 50% of total tour price.
- c) 49 to 29 days before due arrival date: 75% of total tour price.
- d) 28 to 0 days before due arrival date: 100% of total tour price.

Should the client fail to join the holiday, or join it later after departure, or leave the holiday prior to its completion, no refund will be made whatsoever. No refund will be made for any unused services during the holiday.

If after booking you want to change an element or excursion of your holiday we will do our best to accommodate this change but we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers, and including for example cancellation charges that may be incurred for sectors cancelled. It should be noted that a change of name on or other alteration to an airline ticket will usually incur a 100% cancellation charge and full rebooking fee.

5. COMPANY CANCELLATION OR ALTERATION CONDITIONS

The Company reserves the right to change the route, accommodation and/or other travel arrangements in certain circumstances, but not less than 14 days (excluding price revision) before the departure date of the holiday. The Company will not be held responsible for any compensation to the client if the Company is forced to cancel or in any way change the holiday due to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural disaster, fire, adverse

weather conditions or other external circumstances beyond the Company's control (See Clause 24). The Company reserves the right to cancel the holiday without prior notification. In this instance the Company agrees to refund all monies already paid by the client.

Most changes to a holiday are minor, but occasionally some significant changes do occur. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard or accommodation area for the whole or a major part of the time you are away (if the accommodation is a focus of the holiday), a change of UK outward departure time or overall length of time you are away of twelve or more hours, or a change of UK departure airport to one which is more inconvenient for you (except as between any of the London airports).

If we have to make a significant change or cancel, we will notify you as soon as possible and subject to there being sufficient time we will offer you the choice of the following three options:

- 1) Accepting the changed arrangements (not cancellation) and proceeding with your holiday;
- 2) Booking an alternative holiday from us, of a similar standard to that originally booked if available (this maybe difficult given the unique itineraries of our holidays); or
- 3) Cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us within 14 clear days of receipt of the notification to cancel but within the refund rules of our suppliers. You must advise us of your decision within 7 days of the date on which we notified you of the significant change or cancellation.

Please note, the above options are not available where any change made is a minor one, whereby taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

If we have to make a significant change or cancellation we will pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Period of notification of change before your scheduled departure date and compensation per person:

More than 70 days = Nil
69-50 days = £15
49-29 days = £30
28-0 days = £45

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to the point where your holiday arrangements with us commenced.

6. HOLIDAY COSTS & EXCHANGE RATES

Advertised holiday costs are based on ground costs and exchange rates as at 1st June 2017 and are detailed for exact itineraries featured. We reserve the right to vary the price of these itineraries and will provide you with as much notice as possible should this occur after you have booked. Should you choose to amend, adapt, tailor or change itineraries to suit your personal requirements; the Company will quote you a price matching your exact requirements.

7. PRICE REVISIONS

Once your booking is confirmed, we will only increase or decrease the price by way of a surcharge or refund in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges) or dues, currency rates, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports change.

Only if the amount of the above increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday where applicable. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the

decrease in our costs.

8. PRICE ACCURACY

Please note, the information and prices shown on our website, brochures and/or quotations may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochures, quotations and prices at the time of printing or when they are given to you, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking. We reserve the right to make changes to and correct errors in quoted prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

9. YOUR RESPONSIBILITY

The flight details shown in your itinerary quotation are subject to change and will only be confirmed on your travel documentation, sent approximately 14 days prior to departure. We recommend that you allow at least 3 hours prior to any flights within your itinerary. We will endeavour to notify you of any flight time changes.

We are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU, in accordance with EU Directive (EC) No 2111/2005 Article 9. This list can be reviewed under 'Air Safety' on the European Commission website.

We will advise you of the actual carrier(s) that will operate your flight(s) at the time of booking and we will do this as soon as the information is available if unknown at the time of booking. We will notify you of any change to the carrier(s) if applicable.

A change in carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

It is your responsibility to arrive on time for your flights and we can accept no responsibility for any loss by you of your holiday/flight travel tickets, vouchers or coupons.

You agree to behave with propriety and in a civilised manner, which does not cause harm to anyone or any property. If it is viewed that you are in breach of this clause, we reserve the right to terminate your contract and neither we nor the providers of any of the services in question will have any further contractual obligations to you either in respect of covering any expenses, paying any compensation or refunds, or arranging for your return home.

When booking with us, you accept responsibility for any damage or loss caused by you. Payment in full for any such damage or loss must be paid immediately and directly to the accommodation owner or manager or other supplier. If the actual cost is either greater or lower than an estimated value at the time you must pay any difference if greater and will be refunded the difference if lower. If you fail to do so, you will be responsible for meeting any claims subsequently made against us

(together with our own and the other party's full legal costs) as a result of your actions. It is your full responsibility to ensure that all your travel documents, full passports, visas, vaccination certificates, currency and travellers cheques are in order and valid for travel. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. We are able to give general advice on these matters but recommend that you check with your embassy or consulate. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

The name on your airline tickets must be the name that appears on your full passport.

If we have made a verbal representation that does not appear on the booking confirmation then please request that this is added by us in writing.

10. DENIED BOARDING REGULATIONS

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk. We cannot accept liability for any delay unless it has a material effect on your holiday arrangements.

11. FLIGHT TRANSFERS

We will endeavour to rearrange the trip as best is possible to minimise the impact, should any of the elements of a trip fail, such as the non-departure of a boat or plane, but we cannot be responsible for any resulting effects arising from such a failure.

The client must check with local service operators the times and schedules for transport. It is worth building in some extra time for any transfers when travelling in Africa.

12. EXCLUSIONS FROM TRIP COSTS

Unless specified International airfares, hotel/airport transfers and optional excursions are excluded from your trips costs. Also excluded are passports, visas, passenger taxes, personal travel insurance, emergency evacuation costs, extra meals or entrance fees not shown on itinerary, laundry, tips, items of a personal nature, medication and excess baggage.

13. EXCURSIONS

We do not provide or arrange excursions other than those detailed in your holiday dossier which has been pre-booked and paid for in the UK. We can have no liability for any excursions that you arrange directly with other operators or local guides, and your contract is directly with those providers under their own terms and conditions.

14. CONDITIONS OF SUPPLIERS

We use a number of independent suppliers to arrange our holidays and these services are provided in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions.

15. SPECIAL REQUESTS

Any special requests must be advised to us in writing at the time of booking. We will aim to arrange these special requests for you, but we regret we cannot guarantee any request will be met unless we have specifically confirmed this. If you request is important to you, we recommend that you should obtain confirmation in writing from us that your request will be complied with, where possible for us arrange.

Confirmation that a special request has been made by us is not confirmation that the request will be met. This will be communicated to you separately if applicable.

Conditional bookings cannot be accepted and all such bookings will be managed under our normal procedures, with the note of the special request as above.

16. TRAVEL INSURANCE REQUIREMENT

Travel and cancellation insurance is mandatory for all clients. All insurance is solely the responsibility of the client. It is mandatory that the client takes out travel insurance recommended for their destination for the full duration of the holiday. The client must take out insurance to cover personal injury, medical expenses and emergency evacuation, repatriation, loss of luggage and expenses associated with the cancellation or curtailment of any holiday.

If a client becomes ill, all hospital expenses and doctor's fees are the client's responsibility and the Company shall not be held responsible for any refund of the holiday price whatsoever. The carriage and storage of all baggage and personal effects are at all times the client's risk. The Company cannot accept any liability for any loss or damage to baggage or personal effects, property or injury or illness to the client or loss of life or

consequential damages which might occur from any cause whatsoever.

17. LIABILITY

Clients are accepted on holiday on the understanding that the client appreciates the risks inherent in African travel and adventure, and the client undertakes the holiday at his/her own risk. Such risk could include injury, disease or death. The client agrees and concedes that the Company and its members and employees shall not be responsible for loss or damage to property injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

18. COMPANY AUTHORITY

The decision of the local tour/holiday guide employed by the Company will be final on all matters. The Company shall not be responsible for, or liable for, any client who commits an illegal or unlawful act. The client may in such circumstances be excluded from the holiday without a refund. If the Company considers a client unsuitable for a holiday it may at its sole discretion decline to carry this client any further. If any client causes inconvenience or annoyance to other passengers, the Company may in its sole discretion decline to carry the client further without any refund whatsoever.

19. PASSPORT AND VISA REQUIREMENTS

Clients should be in possession of a passport valid for at least 6 months beyond the intended stay overseas. The client must ensure that he/she has the correct visa and passport documents to travel. The Company will not be held responsible for passengers travelling without the correct travel documents. Please enquire about details. We recommend that you keep copies of all important documents such as passports, travel documents and insurance information away from the originals.

20. VACCINATIONS AND HEALTH

The client shall acknowledge an awareness of the proposed itinerary and shall confirm that he/she is medically fit, in good physical and mental health and is able to embark on the holiday. Any client with a pre-existing medical condition or illness must declare such conditions to the Company before commencement of the holiday. Any failure to declare may result in cancellation of the booking. It is the client's responsibility to ensure that he/she has the appropriate vaccinations.

21. CLIENT RESPONSIBILITY

It is the client's sole responsibility to ensure that passport, visa (if required), vaccination and other required documents are in order for the countries you are travelling to. Any resulting consequences of a client's failure for not having his/her required paperwork in order shall be the responsibility of the client. The client is also responsible to make arrangements to arrive at the tour/holiday assembly point as indicated on the itinerary.

22. SEVERABILITY

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be made severable from the remaining terms and conditions, which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove invalidity.

23. ASSIGNMENT

The Company shall be entitled to cede or assign its rights and obligations under and in terms of this contract.

24. FORCE MAJEURE

Except as set out in these terms and conditions, we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage as a result of circumstances amounting to 'force majeure'. In these terms and conditions 'force majeure' means any event or circumstances which we or the supplier of the services in question could not foresee or avoid even with all due care.

Such events and circumstances may include, whether actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity, industrial action, natural or nuclear activity, epidemics / pandemics, adverse weather conditions, fire and all similar events outside our control.

25. COMPLAINTS AND ARBITRATION

Should you have any complaints about any aspect of your holiday arrangements, you must inform our local representative or local tour guide immediately and the supplier of the arrangements concerned. Problems can most easily be dealt with on the spot. Please note, if you do not report a problem or complaint which, if it had been reported at the time it occurred, could have been resolved there and then we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client travelling in the developing world to be reasonably resourceful if things go wrong.

If you experience any difficulties, contact us in the UK on our 24 hour emergency telephone service. The number will be found on your pre-departure information and with your joining instructions and any tickets. In the unlikely event that an acceptable solution cannot be found, you should then write to us within 14 days of your return with full details of your complaint. If you fail to follow this complaints procedure the Company will not investigate or continue to investigate such complaint.

In the event of a dispute between the client and the Company we aim to deal with all correspondence relating to your complaints within the following time limits:

- a) Not later than 14 days from receipt of your complaint for an acknowledgement to be sent.
- b) Not later than 28 days from receipt of your complaint for a full reply to be sent or a reply containing a detailed explanation for delay.
- c) The final day for dealing in full with the aforesaid correspondence shall be 56 days.

Any dispute arising out of, or in connection with, such sale which is not amicably settled, may be referred to arbitration under the Travel Industry Arbitration Service's special scheme.

i) The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of client in respect of costs.

ii) The scheme does not apply to claims for an amount greater than £2,500 per person or £10,000 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness.

iii) Details of the scheme will be supplied on request.

26. GENERAL SAFETY

Many countries in Africa are friendly and safe places to travel in. However you must still use common sense precautions. Do not carry large sums of money. The Company will not be held responsible or held liable for any injury, damage or loss sustained on the tour/holiday.

27. FRAUDULENT ENQUIRIES

Enquiries for quotes and other information submitted to us from any of our competitors, potential suppliers or their associates will be treated as fraudulent if the enquiry is made under a false name. We will make a legal claim for any commercial advantage gained by the possession of such information within the travel market.

28. ACCURACY OF INFORMATION

We put all efforts to ensure that the contents of our websites are accurate, complete and up to date. However we will not accept liability for any loss or damage or inconvenience arising as a consequence of any use of any information on our websites and users do so at their own risk.

Specialist Destinations is not responsible for the content of any third party or linked websites and we recommend that you review the terms and conditions of all sites used.

29. YOUR FINANCIAL PROTECTION

You can book with us with complete confidence, knowing that you have 100% financial protection:

Holidays that start and end in the destination country (and exclude international flights) are financially protected through our membership of the Travel Trust Association (TTA).

As a member of TTA all payments made to Specialist Destinations are made payable to a specially designated trust account which is supervised by a qualified independent trustee. Money may only be released from the trust to pay for the services which you have booked. The Travel Trust Association also provide further protection through a guarantee that if by any reason of fraud or dishonesty, your money is not in the Trust Account under this guarantee, TTA will guarantee the financial obligations of its Members to repay such sum to you up to a maximum for any one passenger of £11,000. When you make a booking, you will be supplied with a guarantee certificate.

If you are unsure please ask us to confirm what protection may apply to your booking.

