

# BOOKING CONDITIONS

## IMPORTANT TO NOTE

### Please read these booking conditions carefully.

The following Booking Conditions form the basis of your contract with Naturally Morocco Limited, company number 6428521. Please read them carefully as they set out our respective rights and obligations.

These Booking Conditions only apply to tour arrangements, which you book with Naturally Morocco Limited in the UK, and which we agree to make, provide or perform (as applicable) as part of our contract. All references in these Booking Conditions to "booking", "contract", "tour", "visit" or "arrangements" mean such tour arrangements.

In these Booking Conditions, "you", "your" and "party" means all persons (or any of them) named on the booking, including anyone who is added or substituted at a later date). "We", "us" and "our" means Naturally Morocco Limited. The "lead passenger" means the person who makes the booking in accordance with clause 1 of the Booking Information.

## 1. YOUR FINANCIAL PROTECTION

When you buy an air holiday package from Naturally Morocco Limited you will be ATOL protected. You will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6228. In the unlikely event of our insolvency or that of an airline, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the [ATOL website](#).

Not all holiday or travel services offered and sold by Naturally Morocco Limited will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

## 2. THE CONTRACT

A binding contract for the provision of a Tour by Naturally Morocco Limited comes into existence when the necessary deposit (or full payment if within eight weeks of tour start date) is paid to Naturally Morocco Limited, or a credit card is used by a customer as guarantee for future payment (including deposit), and the Booking Confirmation and Invoice is issued to the party leader. If a credit card is used by a customer as guarantee for future payment (including deposit), the same card may be debited if future payments are not received within 4 days of the due date. When a binding contract is in place, the customer is liable to pay all sums due as stated on the Invoice (subject to Cancellation or Alteration charges stated below).

The person who makes the booking does so on behalf of himself or herself, and of all other people included on it, which means that all are bound by these booking conditions. All are deemed to have read and understood these booking conditions. When you make a booking you guarantee as lead passenger that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

If you place your booking by telephone, email or fax you will also be deemed to have signed the declaration on

the booking form and to have read and understood these booking conditions.

Bookings can only be accepted from persons under eighteen years of age when accompanied by an adult who will be responsible for them. All bookings in respect of persons under eighteen of age must have a booking form countersigned by the parent or legal guardian.

The contract is between Naturally Morocco Limited and the client, who is any person travelling or intending to travel on a trip operated by Naturally Morocco Limited. Naturally Morocco Limited or its agents reserve the right to decline any booking at their discretion.

Naturally Morocco Limited is not under any obligation to deliver any documents until full payment of the booking including any surcharges has been received.

You and we agree that English law (and no other) will apply to that contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any such dispute, claim or other matter (whether or not involving any personal injury) must be dealt by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have the contract and the dispute, claim or other matter in question governed by the law of Scotland or Northern Ireland as applicable (but if you do not so choose, English law will apply).

## 3. PAYMENT AND PRICES

If you paid a deposit with your booking, rather than the full amount, then you must pay the balance of all money due to Naturally Morocco Limited or its agent not later than the due date which you will be advised of (normally eight weeks before the start date). In the event of non-payment of the balance by the due date we may at our sole discretion choose to treat the holiday as cancelled. Late payments may incur an administration fee of £25 per booking.

We may retain credit card details as a guarantee and reserve the right to charge any outstanding balance not settled, including where payments are due on arrival in Morocco.

## 4. ALTERATION & CANCELLATION

### Alteration by you

Any requests for amendments must be notified to us in writing by the lead passenger. You will normally only be able to make any change to confirmed tour bookings more than five weeks before the start of the holiday.

If you wish to make any alterations to your tour we will make every reasonable effort to accommodate these, but cannot guarantee that alterations will be possible. If the alterations you request are possible, these may be subject to payment of any amendment cost or other charges imposed or incurred by the relevant supplier and the sum of £25 per item to cover our administrative costs.

### **Cancellation by you**

Any cancellation of part or the entire booking must be notified to us in writing by the lead passenger. The following charges will usually be made by us, based on the date (of the first working day in working hours) on which we first receive your cancellation in writing:

- Deposit only: more than 56 days before departure
- 75% of total cost: 30 - 56 days before departure
- 100% of total cost: less than 30 days before departure

Deposits are not refundable in the event of cancellation by you except as set out in these Booking Conditions.

Depending on the reason for cancellation you may be able to reclaim these cancellation charges (less any excess) under the terms of your insurance. Claims must be made directly to your insurance company. **We strongly recommend that you have cancellation insurance to protect you from such eventualities**

### **Unused Accommodation and Itinerary Changes**

Whilst in Morocco should you decide to deviate from your planned itinerary any additional expense resulting from such must be paid to us immediately through our secure online payment system. No refund can be offered for unused, pre-booked parts of your tour.

### **Alteration by Us**

Prices quoted are based on costs and exchange rates as known at the time of preparing your tour. We reserve the right to make changes to and correct errors in quoted prices at any time before your tour is confirmed.

Price increases beyond our control levied after booking up to 2% of the cost of the holiday will be absorbed by us, amounts in excess of this may be surcharged to you. Should the increase be in excess of 10% of the cost of the holiday (excluding insurance premiums and any amendment charges), the lead passenger would have the right to cancel within 14 days of the surcharge invoice and receive a full refund of all monies you have paid to us (except for any previously levied amendment or cancellation charges). If the lead passenger does not tell us that you wish to cancel your tour 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 tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We reserve the right to alter arrangements and itineraries to comparable alternatives at any time without compensation either (a) in response to factors outside our control (force majeure) such as: political disputes, riots, strikes, war or threat of war, civil action, decisions by governments or governing authority, border closures, refusal of visas, natural disasters, unusual or extreme climatic conditions, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers; or (b) where we consider it in our clients' best interests. We will send details of any known alterations to you at your last known e-mail address at least four weeks before the start date or as soon as we are aware of them if later.

### **Cancellation by Us**

We may be obliged to cancel for reasons beyond our control, such as shown in (a) above (force majeure). In such cases we will inform clients without delay and shall

endeavour to offer an alternative tour of a comparable standard. If an alternative is not available we will either offer the original holiday or a comparable holiday on a future date convenient to you within one year of your original departure date- in this case you should note that flight & accommodation prices will be likely to vary from the original price. We accept no liability for compensation beyond the above.

### **Compensation and Refunds**

No refund or compensation will be given in respect of claims for contingent liability or inconvenience, or for lost, mislaid or destroyed tickets or vouchers.

## **5. YOUR RESPONSIBILITIES**

All members of the party must be in possession of a valid passport and all visas, permits and certificates required for the whole of the tour. It is your responsibility to obtain these unless you are expressly advised otherwise by us. All information and advice given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith. The lead passenger must ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret that we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of Morocco. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

You are responsible for following your itinerary whilst on holiday. Should you miss joining any activity no refund will be forthcoming. In case of delays while travelling, you must inform the taxi and/or accommodation of your new arrival time. You will be liable for paying them any additional expense incurred if you have not given them sufficient warning.

Please note under 'Flights' the actual flight times will be those shown on your tickets. We will not necessarily be informed of changes. The name on your airline tickets should be the same as the name on your passport (newly-weds please note!).

### **Fitness and Health**

By booking with us, you acknowledge that the holiday may involve its own inherent risks and dangers due to difficult climate and terrain (e.g. Atlas Mountains, Sahara Desert) and the type of activities (e.g. trekking, camel riding) selected. In choosing to undertake such tours you acknowledge that they may involve a significant amount of inherent personal risk. These include injury, disease, loss or damage to property, inconvenience and discomfort.

Bookings are accepted by Naturally Morocco Limited on condition that all persons travelling are physically and mentally fit and are able to cope reasonably with the demands of the holiday, without external help.

If any party member has any medical problem or disability which may affect your tour, the lead passenger must tell us before he/she confirms your booking so that we can advise as to the suitability of the chosen arrangements.

In any event, the lead passenger must give us full details in writing at the time of booking. You must also notify us of any changes or deterioration in the disability or medical condition or development of any disability or medical condition after booking.

Any client affected by a disability or medical condition must also ensure they have notified this to their travel insurers and that their travel insurance will cover it. As it is a condition of booking that all clients have adequate and appropriate travel insurance, we are entitled to insist on evidence that the disability or medical condition is covered.

In view of the nature of some of the holidays (trekking, horse and camel riding, white water rafting etc) and locations some of which are in excess of 2000 metres we regret we must reserve the right to decline any booking or cancel (in the event of the development, deterioration or change of any disability or medical condition occurring after confirmation) whenever we reasonably feel unable to accommodate the needs or restrictions of any particular client or where, in our reasonable opinion, the medical condition or disability of the client concerned is likely to have a significant adverse effect on other clients taking the same holiday. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and/or promptly notified of any development, change or deterioration occurring after booking. On occasions, the decision to cancel can only be made at the time the person concerned joins the tour as it may only be apparent at this stage that their disability or medical condition cannot be accommodated. If undisclosed or understated conditions result in activities being missed, no refund will be forthcoming.

### **Insurance**

**It is compulsory that all members in your party are covered by insurance appropriate to the visit and it is the lead passenger who is responsible for ensuring that all members of the party have adequate and appropriate insurance for the trip.**

The insurance must as a minimum provide adequate cover for loss of effects (including money and passport); personal accident; medical expenses; repatriation should you become too ill to continue, including international medical emergency service and air ambulance service costs (the policy must include a minimum cover of £5,000,000 for medical and repatriation expenses); and all other expenses, which might arise as a result of loss, damage, injury, delay or inconvenience. **We also strongly recommend cancellation insurance.**

Clients should also check that their insurance policy covers the activities that they will undertake, such as horse & camel riding, trekking, hot air ballooning etc., noting that some of these activities may be over rough terrain and be at altitudes in excess of 2,000m.

### **Suitability**

The standard of accommodation will vary according to the standards available in Morocco and should be judged according to local standards. If you are in any doubt about the suitability of local standards to your own requirements for facilities, transport or accommodation, then you should make written enquiry to us otherwise we cannot be held responsible for failure to meet your

requirements. Whilst every effort will be made to meet reasonable requests, they cannot be guaranteed.

### **Behaviour**

For the well-being of all it is essential that you follow the instructions of the staff at all times at the accommodations, or leaders on any outings, on all matters concerning the safety of the group.

We reserve the right to require any person to withdraw from the holiday if we judge their acts or conduct to be offensive to other clients or incompatible with the conduct of other clients, and we shall be under no further liability thereafter to any such person.

You must at all times strictly comply with the laws; customs; foreign exchange and drug regulations of Morocco. Should any member of the party fail to do so then that person may be ordered to leave the tour without recourse to any refund, compensation or any other legal claim against us.

### **Loss or Damage to Accommodation or Vehicle**

An inventory is taken before and after each client arrives and departs. The client is responsible for any property occupied or self-drive vehicle hired and is expected to take reasonable care of it and to leave it in a clean and tidy condition. The lead passenger accepts responsibility for any damage or loss caused by any member of your party. Members of the party are also responsible for any damage or loss they cause.

Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. 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.

### **Flights**

The timings supplied to us will be shown on your Booking Confirmation and Invoice. However, the actual flight times will be those shown on your tickets. You must therefore check your tickets carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched; we will contact you as soon as we are aware of such changes. You may provide us with a number of a mobile phone which you will use while travelling, so that you can be contacted in the case of a late change.

NB. If any flight you have booked with us 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. This includes any disappointment, distress, inconvenience or effect on any other arrangements. 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 or

any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the Civil Aviation Authority.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm) In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

### Complaints

If, for any reason, you have a complaint while on the visit please raise it initially with the supplier as soon as possible so they can do their best to put matters right. Failure to complain on the spot or as soon as reasonably possible will result in your ability to claim compensation from us being extinguished or reduced. If the supplier is unable to provide a satisfactory solution you must report immediately to us by e mail to [info@naturallymorocco.co.uk](mailto:info@naturallymorocco.co.uk) or, if it is more urgent, by phone during office hours (UK time).

If the problem remains unresolved, write to us within 14 days of the end of your visit. We will acknowledge your complaint, investigate it fully, and report back to you. We will do so as speedily as we can, but please allow for the fact that communications can be slow and it may take several weeks to find out what happened and why.

## 6. OUR RESPONSIBILITIES

As a tour operator, Naturally Morocco endeavours to ensure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are performed or provided with reasonable skill and care. We act only as an agent and cannot be held responsible for the actions of carriers, property owners, providers or organisers of activities, guides, and transport. We are not responsible for events outside our reasonable control or if there has been no fault by Naturally Morocco Limited. **You should understand that safety standards of accommodation and suppliers of local transport, services and other operators may not be the same standard as your home country.**

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide

for you where the services or facilities are not included in the cost of your itinerary and we have not agreed to arrange them, and any excursion you purchase whilst overseas. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

When you travel with an airline, the conditions of carriage of that airline apply and these conditions are usually the subject of international agreements. The responsibility of airlines used by us may be limited to the carriage of passengers and baggage.

## 7. OTHER

### Limitation of liability

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with the lead passenger is prevented or affected by or you otherwise suffer any damage or loss as a result of "Force Majeure". In these Conditions "Force Majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Examples include war or threat of war, riots, civil strife, terrorist activity (actual or threatened), industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers and all similar events beyond our control.

Whilst we give you general advice to help minimise risk to you during your visit, we must advise you that all foreign travel is potentially hazardous and involves an element of personal risk. You specifically acknowledge that Naturally Morocco Limited, its staff and agents carry no liability for any loss, damage, injury, expense, delay or inconvenience arising from any hazard or risk.

Save as specifically undertaken in these booking conditions or elsewhere in this brochure, all other terms, conditions, warranties, representations and guarantees, whether express or implied, by statute or law or otherwise, including those relating to quality or fitness for purpose, are hereby excluded insofar as they are capable of such exclusion.

### Literature

The information provided in our literature has been compiled with all reasonable care and is accurate to the best of our knowledge. Any information or advice provided by us on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of us, and the passenger accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.

### Website Accuracy

We rigorously check the information provided on our web site about accommodation, resorts, itineraries etc., to ensure it is correct at the time of being added. However, please bear in mind that suppliers may wish to maintain or improve their facilities; be subject to staff changes; or even close. There may be changes to flight timings. Tour or excursion itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised on our web site. When we are told of

any significant or long term changes we will always endeavour to advise you prior to departure.

**Website Copyright**

The copyright in the material on this web site rests with Naturally Morocco Ltd. and its suppliers. Your access to it does not imply a licence to reproduce and/or distribute this information. You cannot reproduce or distribute this information without our express prior written permission.

**Data Protection Policy**

We take full responsibility for ensuring that proper security measures are in place to protect the information you provide us in order to process your booking.

In order to provide your holiday we must pass some of this information on to the relevant suppliers of your travel arrangements such as, airlines, hotels and transport companies. As the holidays take place outside of the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in the UK.

We will not forward any information to anyone who is not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities or dietary / religious requirements. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. We do not pass credit card details to suppliers. If you wish to have a copy of the personal information we hold for you, which is normally supplied by you by an encrypted email at the time of booking, we will supply this upon receipt of a written request.