



## Terms and Conditions 2020

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*Please read this agreement thoroughly and carefully. The Terms and Conditions quoted here are in effect immediately upon the receipt of your payment or deposit.*

As the *Participant(s)* I have read this entire agreement, and I agree with it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My agreement to pay a deposit to *Morocco Explored* registered in Morocco as *Societe Morocco Explored SARL* applies to all pages of this agreement.

### 1. AGREEMENT

The terms and conditions set forth in this agreement constitute the entire understanding and agreement between *Morocco Explored* and any or all of the trip *Participants* named on all payment receipts with respect to any and all bookings, tours or transactions made with *Morocco Explored*.

By submitting your tour deposit the *Participants* and any and all those whom the *Participant* represents in their group regardless of age or association do accept all of the terms in this agreement and directs *Morocco Explored* to perform services for you and your groups behalf. All persons included in this booking are *Participants* and are subject to this agreement. By paying your deposit, you affirm that you have made all other *Participants* in your group aware of these terms – regardless of how final payment is made – and that all *Participants in your group* accept these terms.

### 2. RESERVATIONS

You may reserve space on a tour by making a deposit payment. A booking is not final until *Morocco Explored* receives full payment for the tour. For this reason we encourage you to pay your complete tour costs as soon as possible.

Any errors in a receipt amount is not binding, instead the agreed final **quoted price** will be the amount paid upon any discrepancy.

### 3. PAYMENTS

*Morocco Explored* reserves the right to withhold any product or service until it is fully paid for by the *Participant*.

**50%** for a GROUP TOUR of two or more people is required at the time of booking.

**50%** for SINGLE travellers is required at the time of booking.

**100%** for a DAY TRIP payment is required at the time of booking.

**Final payment** is due 30 days **before** the first day of your tour. Exceptions are for daytrip payments where the full price of the daytrip must be received in full the morning before the tour is to begin. If your booking is made within one day of departure the entire tour cost must be paid before *Morocco Explored* confirms the trip with you the *Participant(s)*.

**Payments may be made** by credit card online through [moroccoexplored.com](http://moroccoexplored.com), INTERAC bank to bank electronic transfers, or wire transfer. *Morocco Explored* will confirm your reservation when your payment has been cleared by our bank.

Your payments can be held in perpetuity and transferred towards rebooking with *Morocco Explored* anytime without further costs, fees or penalties; unless you cancel your tour, change the itinerary, or hotel, or number of *participants*, or add products or services to the extent that it increases the cost of running your revised tour.

**Payment for added hotels or services** after the tour begins will be due upon the date of *Participants* request for that service or product. You will pay the full agreed amount in cash or through our payment terminal on our website. You will not be billed and allowed to pay when you get home.

See also item number 5. CANCELLATIONS AND CHANGES below.

**Credit Card Authorization for Post-Booking Charges:** *Participants* may authorize *Morocco Explored* to charge their credit card number for any changed fees, price increases, or supplemental payments that you add post-booking. We will contact you in writing first. If *Participants* prefer a different payment method, notify us in writing at the time of booking

#### 4. REFUNDS

**Tour Cancellations:** To cancel bookings *Participants* must submit a request to *Morocco Explored* in writing by email at info@moroccoexplored.com. Cancellation fees will be applied per person according to the following schedule, based on the date *Morocco Explored* received written notification.

**Refunds** will be granted minus an administrative fee of \$150. **USD**, plus any outstanding balance or charges that may apply if:

- (a) you cancel your tour before two weeks of the start date;
- (b) you cancel because of events beyond your control: ie: natural, flights, political, etc.;
- (c) you choose another *Morocco Explored* tour: your payments and deposits will be applied to the cost of that tour;

**Refunds** will be granted minus an administrative fee for each person of \$150. **USD**, plus any outstanding balance or charges that may apply; plus any vehicle or hotel reservation fees that may be charged to us if:

- (d) you cancel your tour less than two weeks of of the start date, especially during high season of April-May, September-October, and December-New Years.

**Refunds** will be granted if the following applies to **Join A Tour** *Participants* if:

- (e) you cancel your tour and we have confirmed *Participants* who have paid a deposit to join your tour leaving a total of 4 or more on tour;
- (f) you cancel your tour and if all groups or individuals who joined your tour cancel as well;
- (g) you cancel your tour, any costs needed to cover the tours reduced price will also be deducted to ensure there will be no extra costs or fees forwarded to the others who joined your tour. Any remaining amount above and beyond these expenses will be refunded to you.

**No refund** will be returned to you or any group or individual;

- (a) if you leave the tour after it starts or before it is completed,
- (b) if hotel, food, and/or transport expenses have already been applied to run your tour, for example, if your guide or driver has had to transport to another city to be ready to meet you there the next morning; and you cancel your tour, the cost of those expenses plus a \$150. USD will be deducted from any payment you have made;
- (c) you will not be reimbursed for any personal expenses such as airfare, hotel, food, or other expenses due to changes in itineraries or tour cancellations made by you;

In addition **no refund or a partial refund** will be granted to **Join A Tour** participants if:

- (d) you cancel your tour before it begins and we have confirmed another group or individual has paid a deposit to join your tour leaving a total of 1, 2, or 3 on that tour;
- (e) there will be no reduced price or refund to you if others who join your tour decide to cancel joining your tour. The price will revert back to reflect how many people are confirmed to join your tour.

## 5. CANCELLATIONS AND CHANGES

**Changes made by Participants:** If you change your tour dates or alter your itinerary after *Morocco Explored* confirmed your tour, a change fee may be imposed. The quoted tour or trek price is based on fees and costs in effect at the time you pay your deposit. Itinerary activities are flexible while your tour is underway if within reason concerning distance, fuel costs, time availability and additional costs. Any hotels *Morocco Explored* has pre-booked that are added to or changed at your request after the tour starts will have a fee payable by you, to be determined by *Morocco Explored* based upon a situational basis ie: cancellation fee from hotel, high season, price of hotel, number of *Participants* etc. as well as any extra cost for adding or upgrading accommodation, vehicles, and services. *Morocco Explored* is not responsible for the *Participants* decision to **cancel or change** agreed itineraries resulting in extra costs. You agree to and will pay for any price increase. It is *Participants* responsibility to be ready to embark on the tour as specified in the itinerary. *Morocco Explored* is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures. *Morocco Explored* will do our utmost to accommodate any changes with as close to the original planned and fully paid tour outline. However this may result in some price adjustments. Our job is to help you experience the best of Morocco.

**Cancellations or Changes made by Morocco Explored:** *Morocco Explored* reserves the right to cancel, alter or modify any tour for the safety and/or comfort of *Participants* if deemed necessary. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, delays for any reason, flight cancellations, illness, strikes, political disputes, weather, and other unforeseeable factors. If prior to departure, *Morocco Explored* made a significant change because of a problem with a supplier, *Morocco Explored* will as soon as reasonably possible notify you of available alternatives.

Any changes may require a supplemental payment from *Participants* or result in a refund less any cancellation fees and nonrefundable deposits. We've never had to cancel a tour but if *Morocco Explored* has to cancel, a refund will be issued to you less any nonrefundable deposits unpaid to our local suppliers (this usually only applies if cancelled at the last minute) but first we'll do our best to try to find a comparative itinerary and experience or rebook your tour with alternative dates. A refund will constitute full settlement of claims *Participants* may have arising out of our cancellation. No refunds under this paragraph will be provided due to cancellations or changes due to *Force Majeure* (see below). Your payments and deposits will be held in perpetuity until you decide to redeem them to rebook another tour with us at any time.

## 6. COMPLAINTS

**Complaints and Your Responsibilities:** *Participants* must promptly notify *Morocco Explored* or the tour leader or driver of the problem so that they can attempt to remedy the situation. We really want you to enjoy your time in Morocco to the fullest, but *Participants* must also be made aware that traveling can be hazardous and unpredictable and *Participants* must take responsibility to be aware of any potential hazards or situations. Failure to do so will extinguish *Participants* ability to claim compensation from *Morocco Explored*. Further, if *Participants* attempt to address the problem on their own without using this notice procedure, *Participants* assume responsibility for any added costs may incur and forfeit any potential refunds.

If *Participants* are not satisfied after using this notice procedure, they must submit a complaint in writing to *Morocco Explored* within *three* days of the tour's end date. *Morocco Explored* will not accept any liability for claims received after this period.

**Morocco Explored Limited Responsibility:** *Morocco Explored* acts only as an intermediary for the various independent suppliers that provide accommodation, meals, transportation, sightseeing, activities or other goods and services. *Participants* acknowledge that they are aware and clearly understand that these Suppliers are independent contractors, are not managed by *Morocco Explored*, and are not agents or employees of *Morocco Explored* and *Participants* agree to release *Morocco Explored* from any negligence arising from these Suppliers or 3<sup>rd</sup> party negligence, and that Supplier's services are subject to the Supplier's own terms and conditions and the local laws and regulations of Morocco. *Morocco Explored* is not responsible for a Supplier's delay, infrastructure breakdowns, cancellation, overbooking, strike, negligence, or any variable circumstances that arise causing inconvenience or injury of any kind.

**Shopping:** We'd like to help *Participants* with anything while you are in Morocco, but unfortunately we are not responsible before, during or after any **sales, shipping, or extra costs** that you agreed to pay, with your drivers, guides, individuals, or merchants of any kind for any **purchases or trades** for goods or services not covered in our tour outlines and not paid for as part of your tour price. Disputes are your sole responsibility to resolve.

## 7. FORCE MAJURE

**What Is Force Majeure?** Force Majeure means any circumstances beyond the reasonable control of *Morocco Explored* including without limitation, acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, animals, plants, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances, or actions or decisions by individuals in our employ or by you the participant(s).

*Morocco Explored* will not be deemed in breach of this agreement or otherwise liable to *Participants*, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. If *Morocco Explored* and/or any of its Suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. After *Morocco Explored* has investigated the prevailing situation, as it deems fit, it shall remain in *Morocco Explored's* sole and absolute discretion whether to proceed with the tour.

## 8. PARTICIPANTS RESPONSIBILITIES

**Travel Insurance:** The tour price does not include travel insurance. We strongly recommend that *Participants* purchase comprehensive travel insurance, covering trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to *Participants*. *Morocco Explored* assumes you are securing protection through an insurance company of your choosing.

**Pre-Departure Documents:** It is important that you carefully read all trip-related documents that *Participants* receive from us as soon as you receive them. It is *Participants* responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies in those documents.

**Passports and Visas:** *Participants* are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports should be valid for at least 6 months after your date of return home. We suggest you apply for or renew a passport early. You assume complete and full responsibility for verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While *Morocco Explored* may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, *Morocco Explored* is not responsible for any errors or omissions as to the information provided.

**Health Requirements and Medical Care:** Our tours can be physically active with varying levels of demands and fitness requirements depending on the specific itinerary. By this agreement, you represent that you do not have any physical or other conditions that would create a hazard for you or other *Participants* or affect other people's enjoyment of the tour. We reserve the right in our sole discretion to accept, decline, or remove anyone from a tour who *Morocco Explored* judges to be incapable of meeting the tour's physical demands.

*Morocco Explored* assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the tour.

**Compliance with Local Laws and Tour Etiquette:** *Participants* must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, *Morocco Explored* or the local guide/supplier has the right in its sole discretion to remove anyone;

- a) who it judges to be incapable of meeting the demands and requirements of participating in the tour activities; or
- b) who it determines to detract from others' enjoyment of the tour.

**Images Release:** *Participants agree that Morocco Explored may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images that are taken by us or other participants during the tour, you must inform us, or your tour leader in writing at the start of the tour.*

## 9. MOROCCO EXPLORED RESPONSIBILITIES

**Limitation of Remedies:** *Participants agree that the sole remedy for any default by Morocco Explored arising under this agreement shall be limited to the return of the paid tour cost minus administrative costs and outstanding expenses. To the maximum extent permitted under applicable law, Morocco Explored shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Morocco Explored has been advised of the possibility of such damages. Participants expressly waive any right you may have to recover such damages.*

**Severability:** If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision.

**Successors and Assigns:** This agreement shall inure to the benefit of and be binding upon *Morocco Explored* and the *Participant* and their respective heirs, legal personal representatives, successors and assigns.

**Updating of Terms and Conditions:** *Morocco Explored reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. The latest terms and conditions can be found on the Morocco Explored website <http://www.moroccoexplored.com/MExTermsConditions.pdf>*

**Applicable Law and Choice of Forum:** Any dispute arising out of this agreement, including all tort claims – whether such dispute arises in contract or in tort or otherwise by any or all *Participants* and their respective heirs, legal personal representatives, successors and assigns shall first be taken to arbitration in the location of *Morocco Explored's* choice, before litigated and determined, if at all, only before a court of competent jurisdiction in *Marrakech Morocco* (and in no other).

**Merger:** This Agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

Please **remember** Morocco is still developing, meaning infrastructures are lacking, fixing things takes time, travel is slow, activities stop running or change format and weather can send the best laid plans out the door. *Morocco Explored* will provide what is planned and offer alternatives when necessary, but please take into consideration the nature of the journey you are embarking on, and understand that a certain degree of flexibility is in your best interests.

----- If you have any questions please contact us. -----