



MOROCCO2U BOOKING TERMS AND CONDITIONS

1. THE BOOKING CONTRACT

Your booking is confirmed and a contract exists when Morocco2u or your travel agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to Morocco2u or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Morocco2u.

2. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying Morocco2u or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and Morocco2u will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

3. DEPOSITS & FINAL PAYMENT

Upon booking a tour with Morocco2u, a 30% deposit is required to secure the tour and begin the necessary booking processes and ground preparations. An invoice will be sent to the client together with the payment instructions.

Final balance payment of the tour booked is required no later than 30 days before the tour starts. Bookings made within 30 days of the tour start date should be paid in full.

All payments made to Morocco2u should be free of bank charges and credit card transaction surcharges. Morocco2u is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the client as a result of credit card or other payment transactions in connection with the purchase of a tour and will not refund or return any fees charged by such third parties in connection with payments made by clients to Morocco2u.

4. TRAVEL INSURANCE

Morocco2u does not provide travel insurance therefore the client must obtain travel insurance from their home country with the minimum recommended medical, evacuation, and repatriation coverage covering all applicable dates of any travel with Morocco2u and this insurance must cover personal injury and emergency medical expenses. It is strongly recommended that clients also extend their coverage to include cancellation and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client. The cost of the tour does not include any insurance coverage for the client, and that the client is required to obtain separate coverage at an additional cost to the tour price. When obtaining travel insurance the client must



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ensure the insurer is aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable tour.

5. MEDICAL CONDITIONS

All clients are obligated to truthfully provide relevant medical information to Morocco2u upon booking their tour. Clients are responsible for assessing their own suitability and capability to participate a tour with us. The tour involves visiting less developed regions of Morocco, where medical facilities may not meet the standards of those found in a client’s home country. The condition of medical facilities in these areas varies and Morocco2u makes no representations and gives no warranties in relation to the standard of such facilities or medical treatment in those regions.

6. SPECIAL REQUIREMENTS

Any special requirements must be disclosed to Morocco2u at the time of booking. Morocco2u will use reasonable efforts to accommodate special requirements or requests but this is not always possible. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to Morocco2u at the time of booking but the Morocco2u cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Morocco2u and the Morocco2u is not liable for any failure to accommodate or fulfil such requests.

7. AGE REQUIREMENTS

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by Morocco2u, the minimum age for minors travelling on any Tour is 12 years old.

All bookings with a minor or children below the age of minor must obtained the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. Morocco2u will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) or below the age of minor is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. Morocco2u does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

8. VALIDITY

All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance these Terms.

You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking the Morocco2u’s website



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at least 72 hours prior to departure as minor changes may have been made after the time of booking.

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9. DETAILS REQUIRED FOR BOOKING

For booking, you are required to provide a copy of valid passport, address, email address and telephone number. If you fail to provide all required information 7 working days upon payment of booking, an administrative fee will be charged for any costs incurred by Morocco2u as a result of your failure to provide the required information. If you fail to supply information required by Morocco2u for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required, Morocco2u also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by Morocco2u, in its sole discretion. The information required by Morocco2u will vary by Tour and will be communicated to you or to Morocco2u’s authorized agent during the booking process. Morocco2u will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

10. AIRFARE

Tour prices do not include international or other airfare unless expressly mentioned in the Tour’s descriptions. Morocco2u will quote the best price available for the travel dates requested at the time the quote is prepared. Quotes provide an estimate only and are not a firm price commitment by Morocco2u or the applicable air carrier(s).

Morocco2u acts only as a sales agent for the applicable air carrier and the air carrier terms and conditions apply to the purchase and use of the air travel ticket. Please consult the air carrier’s applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms. Morocco2u is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

11. CANCELLATION POLICY

You may cancel your booking by notifying Morocco2u. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by Morocco2u and are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance products).

Cancellation of a Tour:

- (a) 30-16 days before the start of the tour 60% loss of the total price.
- (b) 15-8 days before the start of the tour 70% of the total price.
- (c) 7-3 days before the start of the tour 80% of the total prices.
- (d) Less than 3 days before the start of the tour is 100% of the total price.

12. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY THE TOUR OPERATOR

Morocco2u guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonably itinerary changes as



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described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on Morocco2u website or by contacting Morocco2u. Brochures and other printed materials displaying Tour information and departure dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by Morocco2u before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from the Morocco2u:

(a) a substitute Tour of equivalent or superior value; or

(b) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from Morocco2u the difference in price between the price of the Tour originally purchased and the substitute Tour; or

(c) a full refund of all monies paid for the cancelled Tour.

Morocco2u is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, Morocco2u reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, Morocco2u will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, Morocco2u may provide you with a refund for unused products or services as determined in its discretion.

13. CHANGES

Changes made by Morocco2u: Morocco2u may modify your itinerary where reasonably required in its sole discretion. Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of Morocco2u. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with Morocco2u, whether or not such expenses arise from a change of itinerary, and the Morocco2u is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. Morocco2u will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by you: You are responsible for ensuring that information provided to Morocco2u is accurate and up-to-date. Any changes to your name on any booking are subject to Morocco2u's approval. Any changes to a booking depend on availability and are subject to Morocco2u's approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 30 days of departure of the first product or service on the applicable booking.



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In the event that you join the tour after the departure date, or leaves before the completion thereof for any reason whatsoever, you shall not be entitled to any refunds or rebates whatsoever from Morocco2u.

14. ACCEPTANCE OF RISK

You acknowledge that tours offered by the Morocco2u may involve a significant amount of risk to your health and safety. By traveling with the Morocco2u you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases the Morocco2u from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by Morocco2u.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating camel ride, 4x4 ride, etc. Standards of hygiene, accommodation and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that the Morocco2u is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of Morocco2u (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, Morocco2u may terminate your travel arrangements on any product or service immediately at your expense and without any liability on Morocco2u's part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by Morocco2u or Morocco2u's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of Morocco2u and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices and obeying all posted signs and oral or written warnings regarding health and safety. Neither Morocco2u nor its Third Party Suppliers are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

15. COMPLAINTS

You agree to bring any complaints to Morocco2u immediately any issue arises in order to provide Morocco2u with the opportunity to properly address such complaint. You agree to inform your tour leader, or other designated representative of Morocco2u directly and immediately. Morocco2u



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assumes no liability for complaints that are not properly and immediately brought to the attention of Morocco2u to have sufficient notice for Morocco2u to resolve or attempt to resolve any client complaints. Any complaint made after the completion of a Tour will not be entertained.

16. TRAVEL DOCUMENTS

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 12 months after the last date of travel with Morocco2u as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by Morocco2u that is a direct result of your failure to secure or be in possession of proper travel documentation. Morocco2u does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that Morocco2u is not responsible for any errors or omissions in this information.

17. THE TOUR OPERATOR IS NOT LIABLE FOR THIRD PARTY SUPPLIERS

Morocco2u makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third Party Suppliers”) to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although Morocco2u takes all reasonable care in selecting Third Party Suppliers, Morocco2u is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Morocco2u does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

18. LIABILITY

Morocco2u are not responsible for any damages, expenses, losses, or claims which are attributable to the fault of any client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services that form any part of the tours, or a force majeure event.

Morocco2u shall have no liability for loss, theft of or damage to baggage or personal effects of Clients while participating in a tour. Clients should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for their own effects and belongings. Morocco2u cannot accept responsibility for and in no event shall



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be liable for loss or damage of valuables or other articles left in or on facilities used by Morocco2u such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation.

In the event that any loss, death, injury or illness is caused by the negligent acts and/or omissions of Morocco2u or of the third-party suppliers of any services which form part of the Contract then Morocco2u limits its liability, where applicable by all applicable International Conventions.

19. FORCE MAJEURE

Morocco2u shall not be liable in any way to the client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Morocco2u Ltd failure to commence, perform and/ or complete any duty owed to the client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Morocco2u; or an event which Morocco2u or the supplier of services, even with all due care, could not foresee.

20. OPTIONAL EXTRAS

“Optional Extras” refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and do not form part of the Tour. You agree that any assistance given by Morocco2u’s representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and Morocco2u makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of Morocco2u regarding any Optional Extras. You release Morocco2u from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

21. IMAGES AND MARKETING

The client agrees that while participating in any Morocco2u tour, images, photos or videos may be taken by other clients and/or Morocco2u representatives or Guides that may contain or feature the client in part or in whole. The client acknowledges that they consent to any such images, photos and videos being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Morocco2u, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the client or compensation payable to the client.



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