

# MOROCCAN ESCAPES

## Booking Terms and Conditions

When you join a tour with Moroccan Escapes, your booking is made with Moroccan Escapes Travel Pty Ltd (ABN 11668395739) (“we” / “us”), whether for yourself or on behalf of others (“you” / “your”).

### 1. General

You must read and ensure you understand these Terms and Conditions before booking a tour with us.

By making a booking with us, you agree to be bound by these Terms and Conditions as a legally binding agreement between us and you (which constitutes the entire agreement between us and you).

We reserve the right to amend these Terms and Conditions at any time.

### 2. Making a booking

You may make a booking on your own behalf and on behalf of someone else. If you are booking for someone else, you warrant that you have authority to accept these Terms and Conditions on their behalf and you agree to be the Lead Name for yourself and for anyone else for whom you are booking. As the Lead Name, you are responsible for ensuring the accuracy of information provided to us in relation to others on your booking, for communicating to them any information that we provide to you and for all obligations arising under these Terms and Conditions in relation to both you and others for whom you are booking.

In order to make a booking we require a scan of the photograph page of your passport, and of anyone travelling with you, to ensure we have names in full.

If we accept your booking, we will confirm this by email and ask you to pay a deposit for your tour. Payment of the deposit is due within seven days. Your booking will be confirmed once we receive a deposit for you and for anyone else on whose behalf you wish to book. The deposit is non-refundable, unless we cancel your tour, in which case it will be refunded in full.

If a booking is made less than 90 days before the date specified in the itinerary as the date on which the tour starts (“Tour Start Date”), we require full payment at the time of booking.

### 3. Personal Details

In addition to providing us with a scan of the photograph page of your passport, we will also ask you to provide the following information for yourself and anyone travelling with you: home address; telephone number; email address; name and contact details of next of kin; any medical conditions, and in particular, any condition that may affect your participation in activities on the tour (including visual or hearing impediments, or mobility issues); any allergies or special dietary requirements.

We reserve the right to refuse a booking, should we be unable to accommodate any special needs.

#### **4. Deposit and confirmation of booking**

A deposit of AU\$700 per person is required to confirm a booking.

We will acknowledge receipt of your deposit and confirm your booking by email.

*Group tours:* Where the minimum number of guests for the group tour to proceed has not yet been reached at the time of your booking, we will inform you of this. You should not book flights or make any other travel arrangements until we have confirmed that the tour is a guaranteed departure.

We will send you an invoice showing the final payment due. Payment in full is due 90 days before the Tour Start Date. Should you fail to make this payment by the due date, unless we have agreed otherwise with you in writing, we will treat your booking as cancelled and your deposit payment will be forfeited.

#### **5. Tour costs**

Services in Morocco are priced in Moroccan Dirhams or Euros and we price our tours in Euros, giving an indication at the time of booking of the equivalent Australian dollar cost, or cost in other currency, on request.

If you reside in Australia, we will collect your deposit in Australian dollars and will convert the outstanding Euro balance to Australian dollars when we send you your final invoice. Your final payment will also be made to us in Australian dollars. You acknowledge that the final Australian dollar amount due may be more or less than the indicative cost given, depending on any exchange rate fluctuations.

We can also accept payment in some other international currencies, including US and Canadian dollars, British pounds and Euros. If you are outside Australia, or wish to pay in another currency, we will discuss with you, at the time of booking, the currency in which you wish to pay and provide you with a total in the agreed currency.

*Group tours:* Should we have less than the stated minimum number of guests for a tour, we will re-price the tour, based on the actual number of guests and notify you of this. You may choose to go ahead with the tour at the revised price or, if you do not wish to go ahead with the tour, we will refund your deposit and any other payments you have made to us.

While we will make every effort to avoid any additional surcharges, we reserve the right to impose surcharges to reflect unexpected increases in the cost of accommodation, transport or other local services or operators, taxes or Government charges that are beyond our control. Should a surcharge amount to more than 15% of the Euro cost of the tour, you have the right to cancel the tour. You must do so in writing, within seven days of being notified of the surcharge. In these circumstances we will refund all payments already made to us in relation to the tour.

Final payment of the balance of your tour cost is due 90 days before the Tour Start Date.

## **6. Passport and visas**

It is your responsibility to ensure your passport is up to date and valid for at least six months after your return to Australia or other home country.

You are also responsible for any visas or other permits you may require for the tour or for returning to Australia or other home country.

If you are travelling on an Australian passport, currently, a tourist visa will be issued on arrival in Morocco. However, visa regulations change frequently and you must check the current position at the time of booking your tour and again before travelling.

We are not responsible for any costs incurred by you, including fines, fees, penalties, or other expenditure, as a result of your passport, visa or other travel documentation failing to meet any government or immigration requirements relevant to any part of your journey.

## **7. Travel Insurance**

It is a condition of joining a tour with us that you hold comprehensive travel insurance and we strongly advise that you take this out at the time of booking. A copy of your insurance certificate must be provided to us at least 90 days before the Tour Start Date. If we do not receive this from you, you are not permitted to join our tour.

It is your responsibility to ensure that your insurance policy provides adequate cover for any activities in which you may be participating during the tour. It should also include adequate cover for, but not limited to, medical and dental expenses, personal accident, death, repatriation, emergency evacuation, personal liability, loss or damage to luggage and personal effects, flight cancellations and delays, and missed flights and connections. Note that some insurers do not cover 'adventure' activities, which may be defined differently from policy to policy. Examples may include trekking over 3000 metres in altitude, quad biking, or hot air ballooning. You should ensure that your policy covers any activities in which you may participate during your tour.

You should be aware that not all travel insurance policies cover cancellation costs arising from government mandates restricting or prohibiting travel in the event of a pandemic or other emergency. It is your responsibility to check the terms of your policy.

Please also check that your travel insurance covers any non-refundable payments made to us, in the event that you cancel a tour.

## **8. Health and Medical Requirements**

Our tours to Morocco involve some level of physical activity on most days. You should read the itinerary carefully and make sure you are comfortable with the demands of the tour you are joining. If you are in any doubt, please contact us to discuss the tour before booking. You warrant that you are medically fit to participate in any tour you book with us.

You are responsible for ensuring you have any necessary health related documentation, including vaccination, Covid or other certificates for Morocco, any other destination you may be visiting and/or your home country.

You should consult your GP or other medical practitioner for advice in relation to any vaccinations or other medical precautions. You acknowledge that access to health and medical services, or the ability to obtain medication, may be limited in some locations in Morocco. You must ensure that you have adequate supplies of any essential medication for the duration of your tour, including any unexpected delays, and you have adequate travel insurance for emergency medical treatment or assistance, should that be required.

## **9. Changes to your booking**

If you wish to make any changes to your booking, you must inform us of these in writing. We will try to accommodate any changes but cannot guarantee that any requested changes can be accepted.

## **10. Cancellation by You**

If you decide to cancel your booking for any reason, you must advise us in writing. We will treat the date of cancellation as the date on which we receive your written notice of cancellation.

While we understand that, from time to time, unexpected events may mean you have to cancel travel arrangements, you will appreciate that, once you book a tour with us, we incur costs and expenses in relation to your booking that often cannot be recovered.

The following cancellations charges will apply.

### **Cancellation more than 90 days before the Tour Start Date and before final payment has been made.**

The deposit required to secure your booking is AU\$700, or equivalent in other agreed currency. This is non-refundable, unless we cancel your tour, in which case all payments made by you to us will be refunded.

If you cancel your booking more than 90 days before the Tour Start Date, your AU\$700 deposit, or equivalent in other agreed currency, will be non-refundable. Any payments you have made to us in excess of the deposit will be refunded to you.

### **Cancellation 90 days or less before the Tour Start Date and after final payment has been made.**

Your deposit will be non-refundable.

If you cancel between 61 and 90 days before the Tour Start Date, we will refund 50% of the payments received from you, less the deposit of AU\$700, or equivalent in other agreed currency.

If you cancel 60 days or less before the Tour Start Date, all sums paid to us will be forfeited and there will be no refund.

You acknowledge that the retention by us of some or all of the payments made by you represents fair payment for work done by us in booking your tour.

Note that the cancellation terms set out in these Terms and Conditions and that apply to cancellation by you, apply regardless of the reason for your cancellation and include cancellation as a result of a government mandate.

On occasions, some tours may involve particular activities that must be paid in full, in advance, and, in those circumstances, specific cancellations costs may apply. These will be notified to you during the booking process and these Terms and Conditions are subject to such specific additional terms.

#### **11. Cancellation by Us**

Once a tour is confirmed, we expect it to go ahead. However, in the event of significant events beyond our control (including, but not limited to, political unrest, government restrictions on travel, infectious diseases, acts of war or terrorism, civil or military disturbances, natural disasters, airline or other strikes, force majeure or other unforeseen circumstances that make it dangerous or otherwise not practicable for the tour to proceed), we may have to cancel a tour before or after the Tour Start Date. In those circumstances, we will seek refunds from local providers and will provide you with a refund of all payments made by you to us, less any costs or expenses that we cannot recover.

If we have to cancel a tour after it has been confirmed as going ahead, as a result of events beyond our control, we are not responsible for any incidental or related expenses that you may have incurred in connection with your tour booking with us, such as passport or visa fees, vaccination costs, travel insurance, flight costs or additional accommodation costs.

#### **12. Changes to the Itinerary**

Overseas travel requires a degree of flexibility and you acknowledge and agree that, given the nature of our tours, the itinerary may be subject to change. You further acknowledge that travel in Morocco may involve unexpected challenges, delays, cancellations, weather and other events that may impact the tour itinerary. The itinerary is intended to be representative of the activities that will be undertaken on a tour. From time to time, we may need to alter planned activities, routes, transport arrangements or any other aspect of the tour, to reflect unexpected events or circumstances beyond our control. These changes will reflect the options available to us and while we will attempt to provide the alternative arrangements at no additional cost, you acknowledge that where additional costs are unavoidable, you will be responsible for these.

If you are booking an escorted tour, we expect Heather to accompany the tour as tour escort and leader. If, for any unexpected reason, Heather is unable to fulfil that role, we will provide another tour escort.

#### **13. Airline flight changes, cancellations and delays**

We will suggest a suitable arrival flight for each tour, although you may, of course, choose to arrive earlier or on a different flight.

Moroccan Escapes and our partner providers take no responsibility for changes to flight schedules, cancellations or delays that may cause you to miss a connection and/or the start of a tour. In those circumstances you are responsible for any costs you may incur as a result of such changes, cancellations or delays.

If you miss the start of a tour, whether due to airlines schedule changes, or delays or for any other reason, the tour will commence as planned and, while we will do our best to assist you, it will be your

responsibility to join the tour as soon as you can. You are responsible for any costs you incur in doing so and we will not refund any costs relating to any element of the tour that you have missed.

Should you miss a tour completely, you will forfeit the cost of the tour.

#### **14. Inclusions and Exclusions**

Your booking includes the following:

- Accommodation, as specified in the itinerary;
- Airport transfers in Morocco, as specified in the itinerary;
- Private transport in Morocco;
- The services of an English-speaking driver;
- The activities, as described in the itinerary, or where these are unexpectedly unavailable, similar activities;
- The services of a tour escort, where you have booked an escorted tour;
- Meals, as specified in the itinerary.

Your booking does not include the following:

- Any activities not noted as included in the itinerary;
- Flight costs (international and domestic);
- Travel insurance (mandatory);
- Airport transfers in Australia or your home country;
- Excess baggage charges, if any;
- Visa and passport fees;
- Any meals not specified in the itinerary;
- Alcoholic drinks;
- Tips, unless specified;
- Laundry and other items of a personal nature.

On some tours, there may be an opportunity to take part in activities that are not included in the tour itinerary. If you wish to participate in any optional activities, the cost of these and the terms on which you participate in them, are a matter between you and the service provider and do not form part of the contact between you and Moroccan Escapes. You acknowledge and agree that any recommendations or advice given to you by the tour leader does not render us liable in any way in relation to those optional activities.

#### **15. Age**

You must be aged 18 or over to book a tour with us.

In some cases, we will accept travellers of a younger age if travelling as part of a family group. However, please discuss this with us before booking so that we can ensure the tour is suitable for younger travellers.

#### **16. Group Size**

On group tours, the group size varies from tour to tour. Please check the tour information for details of the minimum number of guests required for the tour to proceed. If you book a tour and the

minimum number of guests is not reached, we will re-price the tour, based on the actual number of guests and notify you of this. You may choose to go ahead with the tour at the revised price or we will refund your deposit and any other sums you have paid to us. You should not book any flights or make any other travel arrangements until we notify you that the tour is a guaranteed departure.

### **17. Behaviour on Tour and Authority of Tour Leader on Escorted Tours**

Travelling as part of a group often involves some degree of compromise. We ask all our tour members on group tours to behave respectfully towards other tour members and the tour leader.

Moroccan people are generally welcoming and friendly. We urge you to familiarise yourself with the culture, customs and laws of Morocco before your tour and behave respectfully towards local people when in Morocco. You must comply at all times with the laws and regulations of Morocco.

Although smoking is fairly widespread in Morocco, our escorted tours are non-smoking and smoking is not permitted when you are with your tour group.

When you join one of our escorted tours, you will be accompanied by a tour escort or leader. The tour leader is responsible for the smooth running of the tour and ensuring, as far as possible, the comfort and safety of all tour members. You are required to adhere to the tour leader's reasonable requests relating to the operation of the tour. The tour leader's decision on any issue relating to the operation of the tour, including the safety of any tour member, is final. If you fail to comply with a reasonable request by the tour leader or behave in such a way as to impact the comfort and safety of other tour members, you may be required to leave the tour with immediate effect. In those circumstances, you will not be entitled to any refund in respect of any part of the tour and will be solely responsible for any additional costs or expenses you may incur, as a result of being asked to leave the tour.

### **18. Joining a tour late or leaving a tour**

Should you be delayed in arriving at the start point of a tour, while we will do our best to assist you, the tour will commence as planned and it will be your responsibility to join the tour at the earliest opportunity. You are responsible for any costs you incur in doing so and we will not refund any costs relating to any element of the tour that you have missed.

Should you miss a tour completely, you will forfeit the cost of the tour.

If you leave a tour once it has commenced, or you fail to join a tour, for any reason whatsoever, including government or other restrictions imposed for health, safety or any other reason, you are not entitled to a refund in respect of any or all of the tour costs. You will also be responsible for any additional costs incurred by you in relation to accommodation or travel, or otherwise, outside the arrangements that we have agreed to provide as part of the tour.

### **19. Photographs**

We often take group and individual photographs of our guests and may, from time to time, use these for advertising or marketing purposes, including on social media. If you do not wish to have your photograph used in this way, please inform us at the time of booking. If we do not receive such a notification from you, you are deemed to have consented to us using images of you, taken during the tour for advertising or marketing purposes, in any medium and you release all rights over those images without consideration including any rights to privacy or copyright.

## **20. Privacy Policy**

We will collect personal information from you in connection with your enquiry and/or booking on to a tour and will handle this information in accordance with our Privacy Policy. This personal information may be used for any purpose in connection with the operation of a tour, including disclosing this information to our agents, suppliers and partner operators in Morocco and elsewhere. We may also send you marketing materials to the email or postal address you provide to us.

You are responsible for reviewing our Privacy Policy and ensuring that you understand it.

## **21. Acceptance of Risk**

You acknowledge that travelling in Morocco involves a degree of personal risk and, on some tours, there will be additional risks associated with particular activities, including, but not limited to, trekking, camel riding, quad biking or other adventurous activities. By booking a tour with us, you accept any and all such risks and you acknowledge the possibility of personal injury, death, loss or damage to property arising from or in connection with your joining a tour.

You acknowledge that you are travelling at a time where you may be exposed to the COVID-19 virus and that you may be required to follow additional safety protocols on your tour, to minimise the spread of the virus.

You further acknowledge that political, cultural and geographical issues in Morocco and the surrounding region may present annoyances and dangers that are different to those you may experience in Australia or your home country.

You agree that, if, during a tour, you are affected by any serious illness, accident or injury or other issue that might reasonably be considered to adversely affect your health, well-being or safety, Moroccan Escapes and/or any of our partner operators may arrange such urgent medical treatment or emergency evacuation as deemed necessary in the circumstances and all costs associated with such action will be borne by you and/or your travel insurer.

You agree that, by booking a tour with us, you release all claims of liability against Moroccan Escapes (and our employees, directors and agents) and any and all of our partner operators overseas, including all their staff, for any personal injury, death, property damage, loss or inconvenience sustained by you in connection with the tour.

You acknowledge the potential risk associated with pandemic related illnesses and that your decision to travel is made in full knowledge of the personal risks associated with such travel.

We recommend that you check the government advice in your home country relating to travel to Morocco. In Australia, government travel advice can be accessed at the Smart Traveller website: <https://www.smarttraveller.gov.au/search?search=morocco>

## **22. Concerns before or during a Tour**

If you have any concerns or complaints before or during a tour, please bring these to our attention immediately and we will try to resolve the issue as quickly as possible. We cannot address a problem in Morocco if you do not inform us about it until after the tour has finished.

## **23. Limitation of Liability**



We enter into contractual arrangements with local operators, both companies and individuals, in relation to the provision of services for our tours. We may act as agent for these third parties. We are not responsible for the acts and omissions of these third parties, whether negligent or otherwise. In the event of a dispute between you and any third party supplier, you must seek to resolve the matter directly with the third party supplier.

To the maximum extent permitted by law:

1. We exclude all liability whatsoever to you or any other person and whether in contract or in tort or otherwise for any injury, damage, loss (whether direct, indirect or consequential), including death, personal injury, or damage of any kind which may be suffered (directly or indirectly) in connection with, or arising out of, your participation in one of our tours or any breach of these Terms and Conditions.
2. you release us and our officers, employees, agents, and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a tour; and
3. any condition or warranty which would otherwise be implied by law into these Terms and Conditions (implied warranty), is excluded.

In circumstances where an implied warranty cannot be excluded, our liability in respect of the implied warranty is limited to (in our absolute discretion) 1) the provision of a similar tour to an equivalent value; or 2) a refund of the total amount received by us from you in connection with your booking.

We will not be liable to you for any indirect, special or consequential loss, loss of profits, loss of benefits, loss or revenue or business or any other economic loss, arising under statute, tort, contract or otherwise, or for indirect, special, punitive, or exemplary damages.

You will indemnify us (and all our officers, employees, contractors and agents) against all losses, claims, actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with the participation on a tour by you or anyone for whom you made a booking or any breach of these Terms and Conditions by you or anyone for whom you made a booking, except to the extent that any such loss or damage is as a direct result of our fraud or wilful misconduct.

#### **24. Severability**

If any provision of these Terms and Conditions becomes illegal, unenforceable or void by operation of law, or as being against public policy, or for any other reason, such provision shall be deemed to be severed from this agreement, only to the extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

Our agreement made under these Terms and Conditions and any contract to which they apply, is governed by the laws of Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland, Australia.

These Terms and Conditions contain the entire agreement between you and us in relation to their subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms and Conditions.

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