

Terms and Conditions

Please read this agreement carefully. The following contains important information that applies to Morocco Explored "**Morocco Explored**".

1. AGREEMENT

Terms and Conditions quoted here are in effect immediately upon the receipt of the payment or deposit and constitute a binding legal agreement between individuals named as Participants "**Participants**" and Morocco Explored (registered in Morocco as Societe Morocco Explored SARL).

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 associated bookings, tours or transactions pre-, mid, post, or completed with *Morocco Explored*.

If Participants have any questions or need clarification, Participants must raise them with a representative of Morocco Explored before purchase.

By purchasing the tour and agreeing to these terms and conditions Participants waive any right to sue. Participants agree to assume liability for injury, property damage, illness and disease. Pay specific attention to sections **4, 5, and 6** which contain important limitations on refunds, cancellation rights and rights to assert claims against Morocco Explored and others.

By accepting these Terms and Conditions, *Participants* agree that these Terms and Conditions constitute a legally binding contract and the ticket for the Tour. When submitting the tour deposit, *Participants* and any and all those to whom the *Participant* represents in their group, regardless of age or association, do accept all of the terms in this agreement and direct *Morocco Explored* to perform services for their behalf. All persons named in this paid booked tour are *Participants* and are subject to this agreement and assume that no other representations concerning the legal effect of this document have been made. *Participants* agreement to pay a deposit to *Morocco Explored* registered in Morocco as *Societe Morocco Explored SARL* applies to all pages of this agreement. By paying the deposit for the tour, *Participants* affirm that all other *Participants* in your group have been made aware of these terms – regardless of how final payment is made – and that all *Participants* in your group accept these terms.

(The parties listed below (i. through x.) shall collectively be referred to as the "Benefiting Party" or "**Benefiting Parties**").

- a. This Agreement is between you and any or all of the following:
 - i. Morocco Explored;
 - ii. Morocco Explored Tours;
 - iii. The Business Owners;
 - iv. All Enhancement Providers;
 - v. Operators of Transportation;
 - vi. Transport drivers, managers, mechanics, suppliers and manufacturers of the Vehicle or any component parts;
 - vii. Owners, directors, employees, agents, sub-contractors, affiliates, successors and assigns of the entities identified in subsections **(i), (ii), (iii), (iv), (v) and (vi)** of this section;
 - viii. Agents, independent contractors, concessionaires and suppliers of Morocco Explored;
 - ix. Owners and operators of all properties at which the Transport may call;
 - x. Owners, operators, managers, charterers and/or any transport or facilities of any kind belonging to or provided by any of the entities identified in this section.

2. RESERVATIONS

Participants 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 *Participants* to pay the complete tour cost as soon as possible.

Errors on the receipt will be deemed as a typographical error and are not binding, instead the final **quoted price for payment** as agreed 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 *Participants*.

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 *Participants* tour, or if the tour is booked within 30 days the full payment is due immediately. Exceptions are for daytrip payments where the quoted price of the daytrip must be paid in full the morning the tour is to begin. If *Participants* booking is made within one day of departure, the entire tour cost must be paid before *Morocco Explored* confirms the trip with the *Participants*.

Payments may be made by credit card may be made online at moroccoexploredtours.com; by INTERAC bank to bank electronic transfers; or wire transfer. *Morocco Explored* will confirm *Participants* reservation payment when it has successfully cleared with our bank.

If a tour is cancelled, *Participants* may request their payments be held in perpetuity and transferred towards rebooking with *Morocco Explored* without further costs, fees or penalties; unless *Participants* fully cancel the tour, change the itinerary, or hotel, or number of *Participants*, or add products or services to the extent that it increases the cost of the revised tour.

Payment for added hotels or services after the tour begins will be due upon the date the *Participants* request 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 Additional 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. 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* by email at moroccoexplored@gmail.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 \$200. **USD**, minus any irreversible vehicle or hotel reservation costs that may have already been charged to *Morocco Explored* if:

- (a) *Participants* cancel the tour 30 days or less before the start date;
- (b) *Participants* cancel because of events beyond their control: ie: natural disaster, flights, political upheaval, etc.;
- (c) If *Participants* choose another *Morocco Explored* tour, all payments and deposits will be applied directly to the cost of the new tour minus the administrative fee minus any irreversible vehicle or hotel reservation costs that may have already been charged to *Morocco Explored*.

No refund will be returned if;

- (a) *Participants* leave the tour after it starts and before it is completed,
- (b) if expenses have already been realized to run the tour, for example, if the guide or driver has had to transport to another city to be ready to meet *Participants* the next morning and *Participants* cancel the tour, expenses plus **\$200. USD** will be deducted from the payments *Participants* have made;
- (c) *Participants* will not be reimbursed for expenses such as airfare, hotel, food, or other expenses due to changes in itineraries or tour cancellations made;

5. CANCELLATIONS AND CHANGES

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 price adjustments as outlined below. Our job is to help you experience the best of Morocco.

Changes made by Participants

If a tour is cancelled, *Participants* may request their payments be held in perpetuity and transferred towards rebooking with *Morocco Explored* without further costs, fees or penalties; unless *Participants* fully cancel the tour, change the itinerary, or hotel, or number of *Participants*, or add products or services to the extent that it increases the cost of the revised tour.

If *Participants* change the **tour dates** or alter the itinerary after *Morocco Explored* confirms the tour, a change fee may be imposed. The quoted tour or trek price is based on fees and costs in effect at the time *Participants* paid the deposit. Itinerary activities are flexible while the tour is underway if within reason: distance, fuel costs, time availability and additional changes may further affect cost of the tour.

Any **hotels or services** *Morocco Explored* has pre-booked that are added to or changed at *Participants* request after the tour starts may have a fee payable, 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 *Participants* decisions to **cancel or change** agreed **itineraries** resulting in extra costs. *Participants* 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.

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 reasonably is possible notify *Participants* of available alternatives.

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).

Participants payments and deposits upon request, may be held in perpetuity until *Participants* decide to redeem them by rebooking another tour starting any time.

6. COMPLAINTS

Complaints and Your Responsibilities

***Participants* must promptly notify Morocco Explored or the tour leader or driver of a problem so that Morocco Explored has an opportunity to remedy any situation.** Further if *Participants* attempt to address a problem on their own without using this notice procedure, *Participants* assume responsibility for any related costs, and extinguish claim for compensation.

Morocco Explored sincerely wants *Participants* to enjoy their time in Morocco to the fullest. *Participants* must take responsibility and be aware of potentially unpredictable hazards that traveling can present at any time. Failure to do so will extinguish *Participants* claim for compensation.

If *Participants* are not satisfied after using the notice procedure outlined above, 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 that period.

Morocco Explored Limited Responsibility

Morocco Explored acts only as an intermediary for *Benefiting Parties* (independent suppliers that provide accommodation, meals, transportation, sightseeing, activities or other goods and services etc.). *Participants* acknowledge that they are aware and clearly understand that *Benefiting Parties* are independent contractors, not managed by *Morocco Explored*, and not agents or employees of *Morocco Explored* and *Participants* agree to release *Morocco Explored* from any negligence arising from *Benefiting Parties* or 3rd party actions, and that *Benefiting Parties* services are subject to the *Benefiting Parties* own terms and conditions and the local laws and regulations of Morocco. *Morocco Explored* is not responsible for a *Benefiting Parties* delay, infrastructure breakdown, cancellation, overbooking, strike, negligence, or any variable circumstances that arise causing inconvenience or injury of any kind to the *Participants*.

Shopping

We'd like to help *Participants* with anything while you are in Morocco but unfortunately we are not responsible before, during, or after **sales, shipping, or extra costs** that you agreed to pay, with your drivers, guides, individuals, merchants or *Benefiting Parties* 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 MAJEURE

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 *Benefiting Parties* 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 to

Morocco Explored sole and absolute discretion whether to proceed with the tour.

8. PARTICIPANTS RESPONSIBILITIES

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

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

Passports and Visas: *Participants* are responsible for ensuring all necessary travel documents are valid and effective and stay in their possession for the entire tour. Passports should be valid for at least 6 months after *Participants* date of return home. We suggest *Participants* apply for or renew a passport early. *Participants* assume complete and full responsibility for verifying any and all passport, visa, vaccination, or other entry requirements. *Participants* 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 *Participants*, *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, *Participants* represent that they do not have any physical or other conditions that would create a hazard for themselves, or other *Participants*, or affect others 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 tours physical demands.

Morocco Explored assumes no responsibility for any medical care provided to *Participants*. *Participants* agree to assume all costs of medical care and related emergency transportation 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 abilities, respect other trip members privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide, *Morocco Explored*, or *Benefiting Parties* 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 *Participants*;

- 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 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 *Morocco Explored* travel products and services worldwide. If *Participants* do not want *Morocco Explored* to use images that are taken by *Morocco Explored* or other during the tour, *Participants* must inform *Morocco Explored* 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.

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* choice, before litigated and determined, if at all.

Merger: This Agreement is the final, complete and exclusive statement of *Participants* 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 can be slow, activities stop running or may 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 interest.

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