

AFRICAN SPIRIT

Experts in Specialist Holidays to Morocco

- Beach front accommodation
- Authentic Moroccan Tours
- Surf & Stay packages
- Moroccan Cooking Classes

Terms and Conditions

The following booking conditions form the basis of your contract with African Spirit. They set out our respective rights and obligations and you should therefore read them carefully before booking your holiday with us.

1. Booking procedure

To make your booking, each person must complete and sign our booking form. The booking is subject to these booking conditions. Each client will be responsible for all payments due in respect of the arrangements purchased. The booking form must then be forwarded by post (no email) together with a deposit of £100.00 per person (unless booking 6 weeks or less before departure, in which case full payment must be made at the time of booking). In addition, it is essential you take out appropriate insurance cover at the time of booking. You must make your own insurance arrangements and you are referred in particular to clause 4 below. Upon receipt of your booking form and all appropriate payments we will confirm your booking by issuing a letter of confirmation and invoice. All bookings are subject to availability. The letter of confirmation will detail any special arrangement we have agreed to provide and forms part of your Holiday Contract. It is important that you check the confirmation letter and invoice upon receipt and raise any queries immediately. Queries that are not immediately raised may not be capable of correction or, where they are, may incur an additional administration fee. It is your responsibility to ensure that all details contained in the letter of confirmation and invoices are correct.

2. Existence of Contract

A binding contract between us comes into existence when we dispatch our confirmation letter and invoice to you.

3. Payment

We require a minimum payment of £100 per person prior to confirmation of your holiday. For bookings made 6 weeks or less before departure, full payment is required at the time of booking. The balance of the holiday price must be received by us not less than 6 weeks prior to departure. After we have dispatched our letter of confirmation and invoice, no further reminders will be sent. If payment is not received in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 7 below will be payable. You may pay by cheque (UK bank or building society), or bank transfer (sterling). In the event of dishonour of any cheque we will charge £25.00 to cover our administration costs.

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4. Insurance

Due to the nature of adventure holidays, you must be adequately insured for your holiday. It is a condition of your contract with us that you are fully insured in respect of the risks set out below in this condition 4. It shall be your responsibility to ensure that you are properly insured in accordance with this condition 4. The risks that appear below are set out for your consideration only and are not intended to be exhaustive. You are strongly advised to seek advice from your insurance broker and/or your insurance company for the purpose of this condition 4:

- medical treatment and repatriation;
- cancellation and/or curtailment of holiday;
- loss or theft of personal effects;
- hospital benefits;
- personal accident;
- personal liability;
- travel delay
- emergency rescue
- legal expenses.

You must be able to provide us with a copy of your insurance policy before we will let you partake in an activity. We reserve the right to cancel your holiday without compensation or refund if you fail to provide us with any information required regarding your insurance or if we are reasonably of the view that the insurance arrangements you have made are not adequate.

You agree to indemnify us from any claim whatsoever arising from your failure to comply with this condition 4.

5. The cost of your holiday arrangements

The cost of your holiday is fixed, no surcharges will be added.

6. Changes by you to your holiday

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Should you wish to make any changes to your holiday after we have issued your letter of confirmation, you must advise us in writing. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests.

If you are unable to travel, you may be able to transfer your place to someone else providing you notify us not less than four weeks prior to departure. Where you are able to transfer your place to a person of your choice, the above charges must be paid before the transfer can be affected.

7. Cancellation of your holiday by you

Should you or any member of your party cancel your holiday after the letter of confirmation has been issued, you must immediately advise us in writing. Cancellation charges will then be payable as set out below to compensate us for the cost of making your booking and the risk we may be unable to re-sell your cancelled arrangements. These charges are calculated from the date written notice of the cancellation is received by us as a percentage of the total price payable and any amendment charges which are non refundable in the event of your cancellation.

Period before departure within which written notification of cancellation is received by us

More than 45 days -

- Cancellation charge

Deposit

30 - 45 days - 50 %

30 - 15 days - 75%

14 or less days - 100%

The person who signed the booking form is liable to pay any cancellation charge payable under this clause.

8. Changes by us

We try to avoid making changes to your holiday. However, sometimes changes are unavoidable and it is sometimes necessary to make alterations to brochure and other details both before and after bookings have been confirmed. We reserve the right in our absolute discretion to do so. On occasions we may find it necessary to make a significant change. A significant change is one made before departure involving a change

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of your arrival or departure time by more than 12 hours or a change of accommodation. If it is necessary to make a significant change before departure, we will advise you as soon as practicable. If there is time to do so before departure we will then offer you the choice of: -

(a) accepting the changed arrangements as notified to you or

(b) purchasing an alternative holiday, of a comparable standard if available (if the holiday is less expensive than the original one, we will refund the difference, if it is more expensive, you will have to pay the difference) or

(c) canceling your holiday and receiving a full and prompt refund of all monies paid to us. If it is necessary to notify you of a significant change 6 weeks or less before departure, we will in addition pay you compensation as set out in the scale appearing below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choice can be accepted where the change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. For significant changes, any liability we have is limited to offering the above choices and the compensation payments (where applicable) set out below. No compensation is payable if we notify you of any change more than 8 weeks before departure. We cannot be responsible for any costs or expenses you may incur as a result of any change. No compensation is payable for minor changes. Minor changes do not entitle you to cancel or change to another holiday without paying the normal charges.

Period before departure a significant change or cancellation is notified to you - Compensation per person

More than 14 days - £35

14 or less days - £55

9. Cancellation by us

On rare occasions, it may be necessary to cancel a confirmed holiday. We must reserve the right to do so. However, we will not cancel within 8 weeks of departure unless you have failed to make payment in full and on time or we are forced to do so as a result of circumstances beyond our control. Where your holiday is cancelled other than due to your default in payment, we will offer you the choice of purchasing an alternative holiday of a comparable standard if available (if the holiday is less expensive than the original one, we will refund the difference, if it is more expensive, you will have to pay the difference) or receiving a full and prompt refund of all monies you have paid to us. In addition, if we notify you of cancellation 8 weeks or less before departure, we will pay you compensation as set out in clause 8 "Changes by us" above subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted (1) where we are forced to cancel as a result of unusual and unforeseeable circumstances

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beyond our control, the consequences of which we could not have avoided even with all due care or (2) where an insufficient number of people book your chosen holiday and we notify you that we are cancelling for this reason not less than 4 weeks before departure. In all cases, our liability is limited to offering the above choices and the compensation payments (where applicable) set out in clause 8. No compensation is payable if we notify you of cancellation more than 8 weeks before departure. We cannot be responsible for any costs or expenses you may have as a result of cancellation. Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to "force majeure" as described in clause 10 below occur. In this very unusual situation, we regret we cannot make any refunds (except where refunds are obtained from any supplier), meet any costs or expenses you may incur as a result or pay any compensation.

10. Force majeure

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by "force majeure." In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. IMPORTANT – OUR LIABILITY TO YOU

PLEASE READ THIS CLAUSE CAREFULLY AS IT PLACES LIMITS UPON OUR LIABILITY TO YOU.

We accept responsibility for ensuring that all parts of our contract with you are properly performed subject to the following exceptions. We cannot accept liability where any failure to perform or improper performance was due to: -

1. the act(s) and/or omissions of the person(s) affected or any member(s) of their party or
2. those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
3. an event which either ourselves or the supplier of the services in question could not have foreseen or forestalled even with all due care.

In all cases except where personal injury, illness, death, loss and/or of luggage or personal possessions (including money) results or a lower limitation applies, our maximum liability is limited to the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (a)

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on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses. In the case of loss and/or damage to and/or luggage or personal possessions (including money), our liability is limited to £25 per person as you are assumed to have taken out adequate insurance at the time of booking. Where any claim or part of a claim concerns or is based on any travel arrangements made by us which are provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum we will have to pay you in respect of that claim or part of the claim if we are found liable to you on any basis is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention in that situation. You must give credit for all payments due or received from any carrier or hotel keeper which in any way relate to the claim in question. Where any payment is made to you or any member of your party that person must assign to ourselves or our insurers any rights they may have to pursue any third party. You must also provide ourselves and our insurers with all assistance required.

12. Complaints

In the event of any complaint arising during your holiday, you must immediately notify the tour leader and the supplier of the service(s) in question who will offer such assistance, as they are able. If you are still not satisfied on your return home, you must write to us with full details of your complaint within 28 days of the end of your holiday. For all complaints and claims which do not involve personal injury, illness or death, we regret we cannot accept liability to fail to notify the complaint or claim entirely in accordance with this clause.

13. Conditions of suppliers

Please note that all services are provided subject to the conditions of the relevant supplier. Some of these conditions may limit or exclude the supplier's liability to you, usually in accordance with the appropriate international conventions.

14. Flights

We do not arrange the flight element of your holiday. It is your responsibility to make these arrangements and to ensure that your flights coincide with your required dates of arrival and departure. We do not accept any liability for any curtailment of your holiday by reason of any delay arising from your flight arrangements. We regret that we cannot offer any financial assistance in the event of delay of your outward or homeward flight.

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15. Transfers

Airport Transfers are included only at the specified times. If you cannot get to the airport for that time or your flight is delayed then you are responsible for all cost incurred before you regroup with the group.

16. Special requests

If you have any special request, please clearly note it on your booking form. Only requests relating to services or facilities provided directly by bike morocco can be guaranteed (provided the request has been confirmed in writing.) Unless we have agreed in writing to provide such a service or facility, failure to meet any special request will not be breach of contract on our part. We will pass on requests to suppliers or other service providers but we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part.

17. Your obligations

You undertake to consult with your general practitioner in connection with any existing or previous condition which may impact upon your ability to take part in the activities arranged as part of your holiday. Any such condition should be disclosed to us at the time of booking and to your insurance company. By signing the booking form you undertake and confirm to us that your mental and physical condition are sufficient and fit for the purpose of joining in and participating in the holiday you have booked. We reserve the right in our absolute discretion to require the production of a medical certificate at any time prior to the commencement of your holiday.

When you book a holiday with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made at the time to ourselves or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority you or any of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice. In this situation, our responsibilities towards that person (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation.

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18. Adventure Holidays – warning

You accept and acknowledge that expedition holidays of the nature arranged by us are by their nature likely to involve actual risk of and danger to life as a consequence of, amongst other matters, hazards of travelling, accident, illness forces of nature and the such-like. Such serious dangers may endanger your life. You must give careful consideration to these risks before placing your booking. We do not give any assurance or make any prediction as to the success or otherwise of any particular event.

19. Passport and visa requirements

We regret we cannot accept any liability if you are refused entry onto any flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline or authority. It is your responsibility to ensure that you have the correct travel documents necessary for your holiday.

20. Descriptions and content of trip notes and web site

We believe that the information, description and details of holidays on our website and trip notes are accurate and correct to the best of our knowledge and belief at the time of publication. However, by necessity, the information descriptions and details are compiled in advance of publication and may therefore differ at the date of departure. We have given all such details, information, descriptions and details in good faith and any changes are likely to be of a minor nature and should not affect enjoyment of your holiday.

21. Governing law and jurisdiction

Your contract with us is made in England and shall be governed by English law. You submit to the exclusive jurisdiction of the courts in England.