TERMS and CONDITIONS

Please read these TERMS and CONDITIONS thoroughly and carefully before booking a trip with us as you will be bound by them.

I. INTRODUCTION

1.1. toubkal-trekking.com is a trademark of Toubkal V. SARL, a local tour operator located in Morocco (headquarters in Mhamid 9 Bourj Ourika, Immeuble D Appart A2, Marrakech).

1.2. In the following text, “traveller”, “travellers”, or “you” refers to those travelling with TOUBKAL V. SARL and, “toubkal-trekking.com,””we,” or “us” refers to Toubkal V. SARL.

1.3. The TERMS and CONDITIONS set forth below constitute the entire understanding and agreement between you, the traveller and toubkal-trekking.com. By filling and sending “APPLICATION FORM” by email to info@toubkal-trekking.com and paying the respective deposit, you acknowledge that you accept all TERMS and CONDITIONS in this agreement, as well as the information contained in the travel documents provided by toubkal-trekking.com.

II. PRICING POLICY

2.1. Our prices are fix and all taxes included.

2.2. For tailor-made services, the price will be fixed on a quote valid for 15 days. Beyond this deadline, if the traveller has not booked yet, a new quote might be delivered by toubkal-trekking.com

2.3. Prices and programs can only be maintained subject to their availability at the time of acceptance of the quote. In case of unavailability, we will establish a new quote. Every offer contains details which services are included and not included in the price.

2.4. We are a local tour operator with ethical principles. This means that we must ensure a fair remuneration for our guides, drivers, cooks, muleteers, hosts, artisans to ensure them a sustainable

income, as well as keep the quality of service provided. We do not pull prices down to ensure you a high quality of service.

III. BOOKING AND PAYMENT

3.1. To confirm the booking, we need from you:

a confirmation of acceptance of our offer which is made by filling and returning the APPLICATION FORM. Filled APPLICATION FORM must be returned to our email info@toubkal-trekking.com

a deposit of 40% of the total price of the trip. Deposit must be made according the dates at invoice. After this date we might change the quote in the offer

3.2. If you book less than 30 days before the date of the beginning of the trip, we ask you to pay the total price of the trip, according to the methods of payment defined below.

3.3. The balance of the service must be paid no later than 15 days before the beginning of your stay.

3.4. toubkal-trekking.com reserves the right to charge a processing fee for any program modification requested by the customer which occur after the booking.

IV. PAYMENT TERMS

4.1. The payment of tours and other services is made by bank transfer to the account of Toubkal-trekking.com in the currency of your country of origin. Our bank account details and payment reference are indicated at the invoice we will send you by email. In some cases, and after mutual agreement the payment of deposit or balance can be done in cash as well.

4.2. Certain services can be booked during the stay on client´s request (taxies, wellness, sports, craft activities etc.). These services will be paid in cash on-the-spot.

V. CANCELLATION POLICY

5.1. If for any reason you must cancel a service, you must inform toubkal-trekking.com as soon as possible by email at info@toubkal-trekking.com

5.2. The cancellation of a booked service, except in special cases mentioned below, gives rise to the following conditions:

Cancellation more than 90 days before the date of departure: you will receive 90% of the total cost of your course

Cancellation between 89 and 70 days before departure: you will receive 80% of the total cost of your course

Cancellation between 69 and 60 days before departure: you will receive 70% of the total cost of your course

Cancellation between 59 and 30 days before departure: you will receive 50% of the total cost of your course

Cancellation between 29 and 15 days before departure: you will receive 25% of the total cost of your course

Cancellation less than 14 days before departure: you will receive 0% of the total cost of your course.

Cancellation or interruption during the trip or service: no refund, the full price of the service remaining to toubkal-trekking.com.

If you have a cancellation insurance, these expenses will be refunded by your insurance, on valid reasons.

5.3. Explanation of Cancellation Policy: When a trip is booked with Toubkal-trekking.com we are responsible for reservations of guides, drivers, accommodations and other services. Non-refundable advances or full prices are paid in advance to our partners in other to reserve their capacities for you. Like this we ensure that we work only with the best guides, drivers and other partners. A cancelled trip doesn't mean that toubkal-trekking.com is not responsible for any costs associated with your trip.

Contractual percentages to suppliers, vendors, drivers, guides, staff, along with certain taxes are due from the point of booking.

VI. ADMINISTRATIVE FORMALITIES

6.1. In the APPLICATION FORM make sure to give us the names, first names, date of birth, address and passport number of the participants of the trip as mentioned in their passport and as you mention them on all other administrative documents.

6.2. Before the start of the trip we will also ask you information about your insurance (assistance number, contract number etc).

6.3. It is your responsibility to research information regarding visas to enter Morocco. Check carefully your government's pages online and by visiting or contacting the nearest Moroccan consulate or embassy.

6.4. It is your responsibility to obtain valid and effective documentation, including passports, visas, permits, and vaccination certificates, where necessary. You also assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at such destinations. You are solely responsible for any adverse consequences resulting from missing or defective documentation.

6.5. Your passport must have at least six months of validity upon your in-country arrival date. toubkal-trekking.com will not be held liable or refund any monies for any reason if your entry is prolonged or denied into Morocco.

6.6. Toubkal-rekking.com may provide information or advice given on visas, vaccinations, climate, clothing, baggage, special equipment, etc. in good faith as a courtesy to you. Toubkal-trekking.com is not responsible for any errors or omissions as to the information provided.

INSURANCE

7.1. Booking with Toubkal-trekking.com implies that you have a comprehensive travel insurance which covers medical emergencies, evacuation, loss of effects, repatriation. Please, be aware that depending on your trip you might walk in the altitudes above 3,000 m. Make sure that your insurance covers this altitude as well.

7.2. You agree to assume all costs of medical care and transportation that is provided to you, and any minors traveling with you, during the trip. Toubkal-trekking.com has no liability to cover anyone's medical costs or exit from a country in any situation.

7.3. We also highly recommend obtaining an insurance covering trip cancellation and interruption, and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you.

VIII. PARTICIPATION

8.1. You are solely liable for practicing the sports or activities offered by Toubkal-trekking.com. It is up to you to judge if you can take part in these activities. We are at your disposal to provide you with all the information needed for this evaluation.

8.2. It is imperative if you have any medical issues that might affect your performance during the trip that you inform us/ your guide about them before the trip, also if you have medication and where you keep it while on activity.

8.3. It is reminded that your guide or driver has a duty of care while under supervision on your course and he/she will advise you of what to do. If you choose not to listen to the advice of your guide or driver, then the duty of care has been revoked and your actions and any consequences to you or others around you will be your own actions.

8.4. Our decision, or the decision of the guide, is final on all matters that may threaten the safety or interfere with the well-being of the group or individual travellers. We, or the guide, have the right to remove from the trip anyone who we a) judge to be incapable of meeting the rigors and requirements of participating in the tour activities; or b) determine to detract from others' enjoyment of the tour.

8.5. Given the off-the-beaten track and sportive nature of our trips, each participant must be aware of the risks he may run, especially due to the remoteness of medical centres. Each participant assumes these risks with full knowledge and undertakes not to make Toubkal-trekking.com, the guides or the different service providers responsible for any accidents that may occur.

8.6. Traveling with Toubkal-trekking.com means that you accept:

Leaving at the departure city at the tour departure day and time. We are not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

different culture and customs – be flexible with your tour correspondent(s), guide(s), driver(s), & hotel staff

following all rules, decisions and advice of the guide or staff

accepting and accommodating of host country nationals

complying with all local laws

adequately assessing your abilities

respecting other participants

CANCELATION BY TOUBKAL-TREKKING.COM

9.1. Whilst we hope we will never have to cancel your trip, this is, very occasionally, necessary and we reserve the right to do so. We will do our best to offer alternative arrangements of a comparable or better quality. If we can only offer a lower quality, we will offer you an appropriate price reduction. If we cannot offer you an alternative, we will give you a full and prompt refund of the price of the trip.

9.2. Toubkal-trekking.com is not obliged to refund the trip if we are prevented from performing the contract because of Unavoidable and Extraordinary Circumstances, meaning a situation beyond the control of the party who invokes such a situation, the consequences of which could not have been avoided even if all reasonable measures had been taken. Unusual and Extraordinary Circumstances may include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, power failure, significant risks to human health such as outbreak of serious disease at the travel destination, natural or nuclear disaster, fire, flood, drought, earthquake, or adverse weather conditions making it impossible to travel safely to the destination as agreed in the package travel contract.

9.3. In case we have to cancel because the minimum number of persons enrolled for the package is smaller than the required minimum number we will refund you the entire price of the package.

X. LIABILITY

10.1. Toubkal-trekking.com cannot be held liable for the consequences of the following events:

Failure to present or presentation of identity and / or sanitary documents that are out of the expiry date or insufficiently valid (identity card, passport, visas, vaccination certificate, etc.) In case of registration failure (including late boarding), 100% of the total amount of the trip will be retained as a fee.

Non-compliance with regulations and police and health formalities

Incidents or unforeseeable and insurmountable events of a third party unrelated to Toubkal-trekking.com such as: wars, political unrest, strikes, technical incidents due to the condition of the runway a precise time, overcrowding of the airspace, inclement weather, delays, breakdowns, loss or theft of luggage or other effects.

10.2. The delay (s) that result from the cases mentioned above, as well as the itinerary modifications (especially duration of program et.c) that may result from it, won't be reason for any compensation. Any additional costs related to a disruption (e.g. taxi, hotel, parking) will remain the responsibility of the customer.

10.3. Toubkal-trekking.com has the right to change the dates, times or routes in case your security could not be ensured.

10.4. The service providers to whom Toubkal-trekking.com cooperates have their own responsibility and insurance. Toubkal-trekking.com cannot be confused with these same providers.

10.5. Toubkal-trekking.com declines any responsibility in case of theft, loss or deterioration of your luggage and personal effects that may occur during your trip.

10.6. All information on our website is correct and accurate to the best of our knowledge.

XI.PRIVACY

11.1. We process your personal information to meet our legal, statutory and contractual obligations and to provide you with our products and services. We will never collect any unnecessary personal data from you and do not process your information in any way, other than as specified below.

11.2. The personal data that we collect from is: Name, Home Address, Shipping Address, Personal Email, Home Telephone Number, Mobile Telephone Number

11.3. We collect information in the below ways: Email, Online Forms, Cookies

11.4. We collect and store your personal data as part of our legal obligation for business accounting and tax purposes fraud investigations, assisting law enforcement and any other legal obligations placed on us from time to time. Where we have your consent, we will occasionally send you marketing information.

11.5. We take your privacy very seriously and will only use and retain your data for as long as is necessary. Where you have consented to us providing you with promotional offers and marketing, you are free to withdraw this consent at any time.

11.6. Travellers might agree (especially by clicking the respective field in APPLICATION FORM) but also on other ways that Toubkal-trekking.com may copyright in its own name, 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 travellers 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 promotion and publicity purposes worldwide related to our travel products and services.

11.7. We use 'cookies' which are small pieces of data sent from a website and stored on the user's computer by the user's web browser while the user is browsing. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all our parts of our site.

11.8. The programs and tours suggested on the website www.toubkal-trekking.com and in all commercial offers must remain the exclusive property of Toubkal-trekking.com

Thank you for reading these Terms and Conditions and we look forward to meeting you,

The Team of Toubkal-trekking.com

These TERMS and CONDITIONS are valid as from 30th June 2022