

## **General Terms and Conditions of Travel Beauty of Morocco**

Thank you for choosing Beauty of Morocco for your trip to Morocco. We make every effort to ensure that you have a special holiday experience. We pay great attention to every tiny detail of your trip. At the same time, we ask you to read and follow the following terms and conditions to avoid any misunderstandings and to ensure a hassle-free and enjoyable trip.

The following terms and conditions become part of the travel contract concluded between the traveler and Beauty-of-Morocco (hereinafter BoM).

### **1. Conclusion of a travel contract**

1.1 The customer's registration legally constitutes the offer to conclude a travel contract. The registration can be made in writing, orally, by telephone or electronically (e-mail, Internet) after the customer has been duly informed by BoM.

1.2 The travel contract shall only come into effect upon receipt by BoM of a travel confirmation with identical content in text form. The travel contract is to be concluded using the forms of the tour operator (travel registration and travel confirmation).

Activities described as "opportunity", "possibility" or "extra tour" in the advertisement are not themselves part of the planned contractual services, and any costs associated with them are not included in the tour price.

1.3 Bookings in electronic business transactions are governed by the explanations on the BoM website and the travel conditions available there. In the case of travel registration via the internet, the traveler offers to conclude the travel contract with the tour operator by returning the registration form by email. Acceptance takes place by means of the travel confirmation.

1.4 The traveler is bound by the travel registration for 5 days. The trip will be confirmed by BoM within this period.

1.5 Service providers and travel agents are not authorized by BoM to give assurances or to make agreements that go beyond or contradict the travel description or the travel confirmation by BoM or to change the confirmed content of the travel contract.

### **2. Brokered services**

2.1 If BoM expressly arranges travel programs of third-party tour operators or individual third-party services such as rental cars, etc. on behalf of third parties, the conclusion and content of such contracts shall be governed by the relevant statutory provisions and any terms and conditions of the third-party contractual partner, insofar as these have been included. In the case of mediation, BoM shall only be liable for the proper mediation, not for the contractual provision of services in the mediated contract.

2.2 In the case of additional ancillary services described as arranged in the travel description, travel documents and other declarations (attendance at events etc.), BoM is not the organizer but the agent. In this respect, the agent is only liable for the arrangement (including booking errors for which BoM is responsible), but not for the arranged services themselves.

### **3. Passport, visa and health formalities**

3.1 BoM shall inform travelers of general passport and visa requirements, including the approximate deadlines for obtaining visas and health formalities, at the time of travel registration.

3.2 After fulfillment of the passport, visa and health formalities, BoM shall inform travelers of the approximate deadlines for obtaining visas and health formalities.

3.2 After fulfilling the duty to provide information in accordance with section 3.1, the traveler must create the conditions for participation in the trip and carry the necessary travel documents with him or her.

3.3 If the trip cannot be commenced due to a lack of personal requirements, the traveler is responsible for this if this is solely due to his/her culpable conduct (e.g. invalid passport).

#### **4. Payment and travel documents**

4.1 Upon receipt of travel documents, a deposit of 25% of the tour price per person is due by bank transfer. The remainder of the tour price is to be paid by bank transfer by 30 days before the start of the tour without being requested to do so by the traveler.

4.2 The conclusion of contracts three weeks or less before the start of the tour obliges the traveler to pay the entire tour price immediately.

4.3 If the traveler fails to make the due payment (deposit and final payment), BoM may withdraw from the contract after issuing a reminder and setting a reasonable deadline and demand compensation for withdrawal.

4.4 The traveler must inform BoM immediately if he/she does not receive the required travel documents within the period of time communicated by BoM or if these contain incorrect information, in particular regarding the person of the traveler (name, address).

#### **5. Services and obligations of BoM**

5.1 The individual contractual services owed by BoM are set out in the travel confirmation. The content of the contract and services are determined by the information provided by BoM before the start of the trip and in particular the agreed specifications of the traveler, unless expressly agreed otherwise.

5.2 BoM reserves the right to make changes, in particular changes to the service description and prices. This also applies to the yoga teacher named in the travel confirmation being unable to participate due to illness. In this case, BoM is entitled to appoint an adequate substitute yoga teacher for the trip. BoM may declare a specific change to the tour description and price details if the company informs the travelers of this before registration.

5.3 BoM has a duty to provide information prior to booking, insofar as this is relevant to the intended package tour.

5.4 BoM must inform the traveler of its obligations to provide assistance and fulfill these if the traveler is in difficulty. In the event of circumstances for which the traveler is responsible, BoM may demand reimbursement of reasonable and actual expenses incurred.

#### **6. Insignificant and significant changes to services**

6.1 Insignificant changes to the travel arrangements by BoM are unilaterally permissible but only effective if they are declared to the traveler in writing, clearly, understandably and in a prominent manner before the start of the trip. The traveler's rights in the event of travel defects remain unaffected by this.

6.2 Significant changes to the contract are not permitted unilaterally and only under the specific conditions before the start of the trip, of which BoM must be expressly informed. The traveler may withdraw or accept the offered amendment to the contract or substitute travel within BoM's acceptance period. In the absence of a declaration by the traveler within the deadline, BoM's offer shall be deemed to have been accepted.

6.3 If the substantial change or the substitute travel is accepted, the traveler is entitled to a reduction if the substitute travel is not at least equivalent. If the change results in lower costs for BoM, the difference shall be reimbursed to the passenger.

#### **7. Price changes after conclusion of the contract**

7.1 BoM is entitled to increase the confirmed tour price if the following price components are added or increase unforeseeably for BoM and after conclusion of the contract: exchange rates for the booked trip; transport costs (in particular due to oil price increases); taxes for certain services.

7.2 The price increase is only permissible if there is a period of more than four months between the conclusion of the contract and the start of the tour. The tour price may be increased by a maximum of the amount resulting from the addition of the increase amounts of the cost components mentioned in paragraph 1. Insofar as relevant cost increases affect the travel group as a whole, they shall first be apportioned per capita. Depending on which is more favorable for the customer, either the concretely expected or the originally calculated average number of participants shall be used as the basis for determining the apportionment amount. Upon request, BoM is obliged to provide the customer with corresponding evidence.

7.3 BoM must notify the customer of a price increase immediately after becoming aware of the reason for the increase.

7.4 If the tour price increases by more than 8%, the customer is entitled to withdraw from the contract without paying any compensation. Instead, he may assert his right to a substitute

journey. The withdrawal or the request for a replacement trip must be declared to BoM without delay.

## **8. Transfer of contract - substitute traveler**

8.1 The traveler can declare within a reasonable period of time, in any case no later than 21 days before the start of the trip, that a third party will take his place in the rights and obligations arising from the travel contract.

8.2 BoM may object to the entry of the third party if the third party does not fulfill the contractual travel requirements.

8.3 If a third party enters into the contract, the third party and the traveler shall be liable to BoM as joint and several debtors for the tour price and any additional costs incurred as a result of the entry of the third party.

## **9. Withdrawal by the customer/rebooking/additional costs**

9.1 The traveler may withdraw from the contract at any time before the start of the trip. The date of receipt of the notice of withdrawal by BoM shall apply.

9.2 In this case, BoM shall lose the claim to the agreed travel price, but may demand reasonable compensation from the traveler for the travel arrangements made and for his expenses. The amount of compensation is determined by the tour price less the value of the expenses usually saved by the tour operator as well as what he can acquire through the usual possible use of the travel service elsewhere. BoM may calculate this claim either specifically or as a lump sum, at its discretion. BoM can demand a lump-sum compensation as a percentage of the tour price as follows:

a) For individual trips, group trips:

up to the 30th day before the start of the trip: free of charge

from the 29th day to the 14th day before the start of the trip: 50 %.

from the 7th day before departure or no-show: 100 %.

b) For day trips

up to the 30th day before departure: free of charge

from the 29th day to the 14th day before departure: 50 %.

from the 7th day before the start of the tour or no-show: 100 %.

The customer is always at liberty to prove that BoM has not suffered any loss at all or that the loss is less than the flat rate. BoM is entitled to demand higher, specifically calculated compensation instead of the respective lump sums if it can prove that it has incurred significantly higher expenses than the applicable lump sum and can then specifically quantify and prove the compensation demanded, taking into account the expenses saved and any other use of the travel service.

9.3 Notwithstanding clause 9.2, BoM cannot demand compensation before the start of the trip if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the performance of the trip or the transport of persons to the destination. Circumstances are unavoidable and extraordinary within the meaning of this subtitle if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

## **10. Rebooking and change at the request of the traveler**

10.1 Changes to reservations (e.g. of travel date, destination, accommodation, mode of transport or fare type) are in principle only possible by withdrawal from the travel contract (cancellation) under the stated travel conditions (cancellation fee) and parallel re-registration.

10.2 The availability of the service is a prerequisite for any rebooking.

10.3 If additional costs are incurred for contractual services due to circumstances for which the customer is responsible and which are not the fault of BoM, BoM may charge a flat-rate processing fee of 30 euros per person and rebooking.

## **11. Termination in the event of serious disruption by the traveler/obligations to cooperate**

11.1 BoM may terminate the travel contract without notice if the traveler continues to cause considerable disruption despite a warning, so that his or her further participation is no longer reasonable for BoM and/or the fellow travelers. This also applies accordingly if the traveler does not comply with objectively justified instructions. In this case, BoM shall continue to be entitled to the travel price, insofar as saved expenses and benefits from an alternative use of the travel service(s) do not arise. Claims for damages by BoM remain unaffected in this respect.

11.2 The traveler should take all reasonable steps (e.g. informing BoM) to avert or minimize the threat of unusually high damages.

## **12. Failure to reach the minimum number of participants for group tours**

12.1 If a minimum number of participants specified in the invitation to offer or in the other content of the travel contract is not reached, BoM may withdraw from the travel contract no later than the 21st day before the start of the trip.

12.2 In this case, the customer may request to take part in another trip advertised by BoM, provided that BoM is in a position to provide this at no extra cost.

12.3 If BoM withdraws from the contract, it shall forfeit the claim to the agreed travel price and reimburse it. The refund shall be made without delay, but in any case within 14 days of the withdrawal.

## **13. Cancellation due to special circumstances**

13.1 BoM may withdraw from the contract before the start of the trip if it is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances and it declares its withdrawal immediately after becoming aware of the reason for withdrawal.

13.2 If BoM withdraws from the contract in accordance with section 13.1, it shall lose its claim to the agreed travel price, shall be obliged to reimburse the travel price and shall in this respect make the reimbursement without delay, and in any case within 14 days of the withdrawal.

## **14. Obligations and rights of the traveler in the event of a defective journey**

14.1 It is the responsibility of the traveler to check whether participation in the tour, courses and activities (yoga, camel trekking, hikes, etc.) is compatible with his or her physical condition, if necessary with the help of expert medical advice.

14.2 The passenger must notify BoM of any travel defect without delay. If BoM was unable to remedy the situation due to the traveler's culpable failure to notify BoM, the traveler may not demand a reduction in the price.

14.3 Travel defects must be reported to the tour guide during the tour. If a tour guide is not available or has not been agreed, the travel defects must be reported directly to BoM.

14.4 In addition, the passenger is obliged to cooperate within the framework of the statutory provisions on the duty to mitigate loss in the event of a disruption in service, in order to avoid possible damage as far as possible or to minimize such damage after it has occurred.

14.5 The traveler may demand redress. BoM shall then remedy the travel defect. The addressee of the request for redress is the tour operator or BoM directly. If BoM does not remedy the defect within a reasonable period of time set by the traveler, the traveler may remedy the defect himself and demand reimbursement of the necessary expenses. If the remedy is refused or is immediately necessary, no deadline is required. BoM may only refuse the remedy if it is impossible or involves disproportionate costs taking into account the extent of the travel defect and the value of the travel service concerned. BoM is obliged to provide the traveler with specific information about substitute services, return transport etc. and the consequences and to fulfill its duty to provide assistance.

14.6 The tour price shall be reduced for the duration of the travel defect. Reference is made to clause 14.2.

14.7 If the trip is considerably impaired by the travel defect, the traveler may terminate the contract after expiry of a reasonable period of notice set by him. If BoM refuses to remedy the situation or if it is necessary to remedy the situation immediately, the traveler may terminate the contract without setting a deadline.

14.8 The traveler may claim damages without prejudice to the reduction or termination.

14.9 If the passenger has a claim against BoM for damages or for reimbursement of an excess amount paid as a result of a reduction due to the same event, the passenger must allow the

amount to be offset which he/she has received as compensation or reimbursement due to the same event in accordance with international agreements or statutory provisions based on such agreements.

## **15. Liability of BoM**

15.1 BoM's contractual liability for damage that is not bodily injury is limited to three times the travel price insofar as a) damage is not caused by gross negligence or willful intent or b) BoM is responsible for damage solely due to the fault of a service provider.

15.2 If international conventions or statutory provisions based on them apply to a travel service to be provided by a service provider, according to which a claim for damages can only be asserted under certain conditions or limitations, BoM may invoke these conventions and the statutory provisions based on them vis-à-vis the traveler.

## **16. Claims/exclusion period/statute of limitations**

16.1 The customer must assert contractual claims for non-contractual provision of travel services against BoM within one month of the contractually agreed end of the trip (see the contact details at the end of these travel conditions). Claims may only be asserted after the expiry of the deadline in the event of failure to meet the deadline through no fault of the customer.

16.2 The customer's claims referred to in the first sentence of paragraph 1 are subject to a limitation period of one year, unless claims for bodily injury or claims based on intent or gross negligence are concerned. Such contractual claims shall become statute-barred after two years. The statute of limitations begins on the day on which the trip was supposed to end according to the contract.

## **17. Consumer dispute resolution and online dispute resolution**

17.1 BoM does not participate in dispute resolution proceedings before a consumer arbitration board.

17.2 Online dispute resolution platform: The European Commission provides a platform for the online resolution of consumer disputes at <http://ec.europa.eu/consumers/odr/> for the conclusion of contracts via the website of the tour operator or by e-mail.

## **18. Travel insurance**

18.1 The passenger must take out suitable travel insurance in order to participate in a tour organized by BoM. If the traveler does not take out fully comprehensive travel insurance, his/her contract with BoM will be void and BoM will no longer be able to provide any service to the traveler, including organizing or assisting with medical care.

18.2 Travelers are responsible for taking out their own insurance. A suitable insurance policy should provide adequate cover for medical expenses incurred as a result of illness or accident before or during the holiday and for costs incurred as a result of cancellation and interruption of the holiday for insurable reasons. BoM is able to assist the traveler in obtaining a suitable insurance policy. Customers making their own arrangements should ensure that there are no exclusion clauses limiting cover for the type of activities on the booked trip.

## **19. Miscellaneous**

19.1 The statutory provisions for trips organized by BoM apply in addition.

19.2 BoM collects and stores data of the travelers exclusively for the purpose of carrying out the trip, processing the contract, looking after the travelers and, in the case of group trips, for the list of participants. The traveler may object to the use or application at any time. As with the exercise of other rights under the Data Protection Act, a brief notification is sufficient for this purpose.

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