

TERMS OF SERVICE

Conclusion of the travel contract

With your travel registration you offer ethnoTOURS MOROCCO the conclusion of a travel contract. The registration can be made in writing, by fax or e-mail. The travel contract is concluded when we have sent you the booking confirmation. If the travel confirmation contains deviations from the registration, you are entitled to declare in writing an express non-acceptance within 10 days. If this is not the case, the travel confirmation becomes binding.

Services

The contractually agreed services are based on the travel description and all information and explanations contained therein and the related information in the travel confirmation. ethnoTOURS MOROCCO reserves the right to make changes to the information on the Internet and of course informs the traveller before the contract is concluded. Changes and additions to the travel and travel services described on the Internet as well as to the travel conditions are only part of the contract if they have been expressly confirmed by ethnoTOURS MOROCCO in the context of the travel confirmation.

Terms of payment

All payments are only to be made after receipt of the booking confirmation, the security note and the invoice. Thereupon a down payment in the amount of 30% of the travel price is due for private tours. Tour operators are required to pay a deposit up to 90 days prior to departure. The remaining amount is to be paid no later than 21 days before departure. For special trips, you will receive a separate notification of your terms of payment if necessary. The amount of the down payment as well as the exact time of maturity of the final payment is determined in the invoice and is binding. Without full payment of the travel price, there is no claim on your part to use our travel services. We do not take over any fees for bank transfers.

Performance and price changes

Changes or deviations of individual travel expenses from the agreed content of the travel contract, which become necessary after conclusion of the contract and which ethnoTOURS MOROCCO did not cause against good faith, are only permitted if the alterations or deviations are not significant and the character do not affect the booked trip. Minor changes to the itinerary as well as changes in the order are also permitted if the character of the trip does not suffer as a result.

ethnoTOURS MOROCCO reserves the right to change the advertised prices confirmed with the booking for materially justified, substantial and unpredictable reasons (increase in transport costs, taxes, duties, fees, exchange rate changes) to the extent that their increase per person is due to the price of the tour, if there are more than four months between the conclusion of the contract and the agreed travel date.

ethnoTOURS MOROCCO has to inform the traveller immediately about changes of the travel price or an essential travel service, at the latest however before departure. Price increases after this time are inadmissible. In the case of price changes of more than 5% or a significant change in the travel service, the traveller is entitled to withdraw from the travel contract without any fees. The resignation must be declared immediately.

Resignation

You can withdraw from the contract at any time prior to departure. Decisive is the time of receipt of the resignation statement at ethnoTOURS MOROCCO. It is recommended to explain the resignation by writing. In the event of withdrawal, ethnoTOURS MOROCCO is entitled to reasonable compensation based on the following percentages, the calculation of which usually takes into account expenses saved and usually possible other uses of travel services.

The following sentences usually apply:

from 60 days before departure 50%

from 30 days before departure 75%

from 15 days before departure 100%

In any case, a processing fee in the amount of the deposit paid will be retained. In principle, you have the opportunity to prove that ethnoTOURS MOROCCO suffered less damage. In this case, the compensation is calculated on an individual basis.

Unused services

If you do not make use of individual services as a result of premature departure or other reasons, or if you change the services on site, ethnoTOURS MOROCCO will endeavour to reimburse you for the saved expenses incurred by the service providers.

Warranty / Remedy

If, in your opinion, the trip is faulty, please contact your travel guide or the contact address provided to you with the travel documents immediately, if necessary, to ethnoTOURS MOROCCO, so that remedial action can be taken. If a notice of defect on the part of you does not take place, then this can result for you to the fact that you can assert for these defects no claims (reduction, compensation for damages). Irrespective of the on-site notification, you must expressly assert claims for reduction / compensation within ethnoTOURS MOROCCO within one month after the contractually agreed end of the trip. If you make the decision on the spot to cancel the trip due to existing defects, you must also first indicate the defect in this case and set a reasonable deadline for removal, so you do not lose further claims. This obligation does not exist only if remedy is impossible, this is denied or an immediate termination of the contract by a special interest of the customer is justified. Your claims will not be void even if your complaint is omitted without fault.

Resignation and termination by the tour operator

In the following cases, the organizer may withdraw from the travel contract prior to departure or terminate the contract after commencement of the journey:

a) up to 30 days before departure

In case of failure to reach an advertised minimum number of participants (see respective travel announcement). In any case, the organizer is obligated to notify the customer immediately after the occurrence of the conditions for the non-fulfilment of the journey and to inform him immediately of the resignation and possibly a replacement offer. The customer receives the paid-in travel price immediately. Further claims on the part of the customer are excluded.

b) Exclusion

If the participant continues to disturb the execution of a trip, despite being warned, and behaves in breach of contract, the organizer may terminate the contract if the immediate cancellation of the contract is justified. In this case, the organizer remains entitled to the

agreed travel price. In this case, however, the organizer must be credited with the value of his or her saved expenditures as well as those benefits which are obtained from any other use of the unused services.

Termination of the contract due to exceptional circumstances

If the journey is made considerably more difficult, endangered or impaired as a result of force majeure which cannot be foreseen upon conclusion of the contract, both ethnoTOURS MOROCCO and the traveller may terminate the contract. If the contract is terminated, ethnoTOURS MOROCCO may demand appropriate compensation for travel services already rendered or to be completed at the end of the journey. Furthermore, ethnoTOURS MOROCCO is obliged to take the necessary measures to encourage the traveller to the planned departure airport, if possible, or to another airport for departure. Incidentally, other additional costs incurred are a burden by the traveller.

Loss and damage of luggage

Loss or damage to baggage must be reported immediately to the transport company. This is obliged to issue a written confirmation. Without an ad there is the risk of loss of entitlement.

Passport, visa, customs and health regulations

The traveller himself is responsible for the observance of all regulations which are important for the execution of the journey. All disadvantages arising from non-compliance with passport, visa and health regulations are at the expense of the user. Because of the current passport, visa and health regulations, reference is made to the information on the Internet as well as the current state information of the Federal Foreign Office. For each nationality the responsible consulate provides information about the passport and visa regulations to be observed. It is expressly stated that there is always the possibility of the state authorities changing these provisions. ethnoTOURS MOROCCO will make an effort to inform travellers of any changes.

Please inform yourself about infection and vaccination protection as well as other prophylactic measures in a timely manner and, if necessary, seek medical advice. Reference is made to general information, in particular to the health authorities, travel medical information services or the Federal Centre for Health Education.

Ineffectiveness of individual provisions

Should a provision of the travel contract be ineffective, then the entire travel contract is not effective.

Jurisdiction

The traveller may sue ethnoTOURS MOROCCO only at its seat. The relevant jurisdiction is Morocco. For complaints of the tour operator against the traveller the residence of the traveller is authoritative.