

# Booking Terms and Conditions

Please read the following booking conditions carefully.

All travel arrangements sold by us are subject to these booking conditions, and any other general information provided to you on our websites or in our quotations. Specialist Destinations Ltd (whose registered office is at Crossways House, Crossways Road, Grayshott, Hindhead, Surrey, GU26 6HJ) is a member of the Travel Trust Association ('TTA').

Specialist Destinations Ltd ('we', 'us', 'our') offers a variety of specialist travel products. The trading names we use are 'Specialist Morocco', 'Specialist Tanzania', 'Specialist Uganda', 'Moroccan Hideaways', 'Tanzanian Hideaways', 'Zanzibar Tours', 'Marrakech Cooking', 'Marrakech Tours', 'Atlas Treks', 'Riad Africa', 'Riad Explore', 'Palace Africa', 'Nkhila Lodge', 'Kasbah Africa' and 'Dar Assarou'.

In these booking conditions, 'the client', 'you' and 'your' means all persons named on the booking, or any of them as the context requires (including anyone who is added or substituted later). References to "departure date" mean the start date of the travel arrangements you have booked with us. Any reference to an EU regulation in these booking conditions should be taken to mean the UK legislation which replaces (or has replaced) that EU regulation and/or any EU regulation which continues to have effect in the UK as a result of being incorporated into UK law (in all cases referred to as 'retained EU law'). Changes to retained EU law are likely to be made over time. Reference to any EU regulation in these booking conditions is intended to refer to the relevant retained EU law at the applicable time.

## 1. Paying for your holiday

a) The procedure for making a booking is shown in your itinerary quotation and on our website. All bookings are subject to these booking conditions and by asking us to confirm your booking, and by paying a deposit, the person who makes the booking is taken to have accepted these booking conditions on behalf of all persons named on the booking. Once we have received the applicable payment(s) due at the time of booking (see below), we will, subject to availability of the requested arrangements, send you your booking confirmation/invoice. Please check your booking confirmation and all tickets/documents carefully as soon as you receive them and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within seven days of our sending it out. We will do our best to rectify any errors notified to us after this, but you must meet any costs involved in doing so.

(b) The deposit is part payment of the holiday cost. The deposit required will be shown on the quotation page of your itinerary. In addition to the deposit, full or part payment of certain elements of your holiday (such as flights) may be required at the time of booking or at some point between booking and balance due date (all such other payments individually and together referred to as "Advance Payment" in these booking conditions). Also see section 1(d) for other situations in which an Advance Payment may be required. The balance must be paid not later than the date specified on

the booking confirmation/invoice. This is normally no less than 70 days before the departure date. If we do not receive all payments due in full and on time, we will remind you that payment is due before treating your booking as cancelled by you. If further time for payment is agreed at your request but payment is still not received, you must pay the cancellation fees shown in section 3 based on the date we treat your booking as cancelled by you.

(c) Full payment is required at the time of booking for all bookings made after balance due date as above.

(d) On occasions, we may be asked by suppliers to make payment to them earlier than normal. Such requests may, for example, be made to secure accommodation and other services during periods of peak demand. Whilst suppliers may have no contractual right to make such requests, failure to comply with them may result in the loss of confirmed arrangements. Where this situation arises, we reserve the right to ask you to make an Advance Payment within a stipulated period and prior to balance due date. We will of course endeavour to avoid doing so if we can. Any such early payment will be non-refundable except as set out in section 4.

(e) If you are booking your holiday through one of our authorised travel agents the balance must be paid to the agent two weeks (but no sooner) prior to the applicable balance due date as specified on the booking confirmation/invoice and quotation. You must not pay the balance to the travel agent earlier than this even if you are specifically asked to do so. All payments made to one of our authorised travel agents for the arrangements we have contracted to provide for you which do not include flights will be held by them on our behalf.

(f) Methods of Payment are by bank transfer, credit card, debit card or PayPal. Details will be provided upon confirmation of booking.

## 2. If you change your holiday

If, after the contract between us has come into existence, you want to change your holiday we will pass your request to the relevant supplier, however we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers.

## 3. If you cancel your holiday

You may cancel your confirmed booking at any time prior to departure. Where you wish to do so, written notification must be sent to us by email. If you wish to cancel your booking, you will be charged a cancellation fee calculated as a percentage of the total holiday cost as shown below. The percentage payable depends on the date your written notification is acknowledged by us.

In the event of cancellation, please note that any Advance Payment made as referred to in sections 1(b) and (d) above is non-refundable unless such amounts are recovered from suppliers. In calculating cancellation fees, we have taken account of the costs incurred by us in arranging and booking the holiday, as well as any cost savings and the generation of income from other bookings

which may be able to offset our loss from cancelled services, but please be advised that this may not be achievable due to the tailor-made nature of our holidays. In the event of cancellation of part of your booking, the cancellation fee payable by you will comprise any direct costs and fees we incur because of such cancellation, our reasonable administration costs of dealing with the cancellation arrangements, plus any Advance Payment which relates to the cancelled part of the holiday.

## Alterations or cancellations by you after commencement of travel and unused services

We will do our best to implement any changes to the arrangements you request after they have commenced, but we cannot guarantee this will be possible. In the event of such amendments being made, you will be liable for any cancellation fee that may be applied in respect of the services originally booked, and for the costs involved in booking the revised arrangements as well as for the cost of the new arrangements themselves.

## Failure to join the holiday and unused services

Should you fail to join the holiday, or join it later after departure, or leave the holiday prior to its completion, or fail to use any included services during the holiday, no refund will be made.

## Calculation of cancellation fee

The cancellation fee is calculated as follows:

71+ days before departure. 20% of total holiday cost  
51-70 days before departure. 30% of total holiday cost  
31-50 days before departure. 60% of total holiday cost  
15-30 days before departure. 90% of total holiday cost  
0-14 days before departure. 100% of total holiday cost

The cancellation fee will be capped at the total cost of your holiday and will never exceed this amount.

## Travel insurance

It is a condition of our acceptance of your booking with us that you have suitable travel insurance for your trip. Depending on the details of your policy, you may be able to recover the cancellation fee from your travel insurer. You must pay this fee to us first before making a claim on your travel insurance policy. Never travel without suitable insurance, the unexpected can always happen.

It is your responsibility to ensure you are adequately covered by insurance for all elements of your trip. Read your policy and take it on holiday with you. Note that advice against non-essential international travel (including Covid-19 pandemic) issued by the UK Foreign, Commonwealth and Development Office (or equivalent authorities outside the UK for citizens of those countries) may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

## 4. If we change or cancel your holiday

a) Changes to confirmed holiday arrangements sometimes must be made. Most changes will be insignificant, and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. An insignificant change does not entitle you to cancel your holiday, and no compensation is payable for insignificant changes.

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b) Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking, or to any special requirements which we have accepted as referred to in section 11. Where we must do so, section 4(d) and (e) will apply. All other alterations will be treated as insignificant changes. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away.

c) Covid-19 and the action taken to manage its effects (including face masks/coverings and health passes / vaccination certificates) may have an impact on holiday arrangements for a considerable period. We may, for example, be unable to provide, or you may be unable to access, certain services or facilities as a result. Measures may be re-introduced or changed with little or no prior notice. Greater flexibility may therefore be required for the foreseeable future which we would ask you to always bear in mind, both before and after departure. Any impact which such measures have on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation fee or to receive a full or partial refund in respect of services which are not available as a result.

d) In the event that we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration(s) and any impact they have on the price; (ii) in the event that you do not wish to accept the alteration(s), details of any substitute package we are able to offer (and any price reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration(s) or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

e) If you choose to cancel your booking in accordance with section 4(d), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you about your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation as above. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see section 6).

f) In the event that unavoidable and extraordinary circumstances (see section 6) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the

contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of a cancellation fee and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment fee). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we agree that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with section 4(e) above.

g) Occasionally, it may be necessary to cancel confirmed holiday arrangements. We have the right to terminate your contract and cancel your holiday in the event we are prevented from performing your confirmed arrangements because of unavoidable and extraordinary circumstances (see section 6) and we notify you of this as soon as reasonably possible. Where we have to cancel your holiday in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see section 4(e)) but will have no further or other liability to you including, without limitation, in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you comparable alternative arrangements where possible which you may choose to book in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case section 1(b) and 3 will apply.

h) If we must make a significant alteration or cancel, we will, subject to the exceptions referred to in section 4(e) and 4(g), pay you such compensation (if any) as we reasonably consider appropriate in the circumstances. Compensation may not be appropriate where, for example, any alternative arrangements offered are of a higher standard than those originally booked.

i) Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements because of unavoidable and extraordinary circumstances in accordance with section 4(g) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund, and the applicable cancellation fee is likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements.

## 5. Transfers

You may transfer your place on your booking to another person (introduced by you) provided the person to whom the place is to be transferred satisfies all conditions which form part of your contract with us. Requests for a transfer must be made not less than 7 days before departure and must be accompanied by the name and other applicable details of the person(s) who will replace you. Where the transfer can be made, all reasonable costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be finalised. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after

tickets have been issued for any reason, these charges are likely to be the full cost of the flight for the person concerned.

## 6. Unavoidable and extraordinary circumstances

Except as expressly set out in these booking conditions, we cannot accept liability or pay any compensation or other sums where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage (as more fully described in section 7(a) below), as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances mean a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or public authorities, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity, industrial action, natural or nuclear activity, epidemics/pandemics, adverse or exceptional weather conditions and fire. Unavoidable and extraordinary circumstances also include the Covid-19 pandemic and its impact on travel. When we refer to Covid-19 in these booking conditions, we mean the infectious disease caused by the SARS-CoV-2 virus (and any variants or mutations of the same), and, where applicable, any pandemic or epidemic resulting from the spread of this virus.

## 7. Our responsibility

a) We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: (i) the fault of the person(s) affected; or (ii) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided; or (iii) unavoidable and extraordinary circumstances as defined in section 6. In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday.

Please note we cannot accept responsibility for any services which do not form part of our contract.

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This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you, where the services or facilities are not advertised by us as forming part of your holiday, and we have not agreed to arrange them as part of our contract, and any excursion or activities you purchase during your holiday which does not form part of the arrangements we have contracted to provide.

b) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable traveller to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in section 7(a). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

c) Except as set out in section 7(d) or otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total cost paid to us for your package (excluding any insurance premiums) by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under section 7(d). This maximum amount will only be payable where the circumstances of the claim justify this.

d) Where any claim concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this section 7(d).

The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the applicable international convention(s) relating to the same (as implemented, extended and/or amended by applicable EU regulation(s)). Such conventions and regulations include the Warsaw Convention as amended or un-amended, the Montreal Convention for the Unification of Certain Rules for International Carriage by Air 1999 and, for

airlines with an operating licence granted by an EU country, Regulation (EC) No 889/2002 on air carrier liability in the event of accidents, the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 as amended by the 2002 Protocol and Regulation (EC) No 392/2009 on the liability of carriers of passengers by sea in the event of accidents, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended and Regulation (EC) No 1371/2007 on rail passengers' rights and obligations. You may also have rights under regulation (EU) no 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway or regulation (EC) no 1371/2007 on rail passengers' rights and obligations. Where a carrier would not be obliged to make any payment to you under the applicable international convention (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question under any applicable international convention or the above-mentioned EU regulations (which have been incorporated into UK law). Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry/cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be issued within 2 years of the date stipulated in the applicable convention.

## 8. Flights and your responsibility

The flight details shown in your itinerary quotation are for guidance only and are subject to change. Final details will be confirmed on your travel documentation, sent approximately 14 days prior to departure. The times shown on all e-tickets are local times. It is possible that flight times may be changed even after e-tickets have been sent - we will contact you as soon as possible if this occurs.

In accordance with EU regulation (EC) No 2111/2005 as incorporated into UK law and amended, we are required to bring to your attention the existence of a UK Air Safety List which contains details of air carriers who are subject to an operating ban in the UK. The UK Air Safety List (which is updated from time to time) can be found on the UK CAA's website [www.caa.co.uk](http://www.caa.co.uk). We will advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will advise you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to a UK operating ban and we/the carrier are unable to offer you a suitable alternative, the provisions of section 4 will apply. Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change other arrangements without paying our normal fees unless the change is a significant alteration in

accordance with section 4.

We can accept no responsibility if you arrive late for the check-in and miss your flight as a result nor can we accept responsibility for any loss or damage by you of your holiday/flight travel tickets, vouchers or coupons.

Air travel is subject to operational decisions of carriers and airports which may result in delays and diversions. Please note that smaller local carriers sometimes change the departure time of short-haul or domestic flights at short notice. It is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. We accept no liability for the consequences of flights missed owing to the passenger's failure to reconfirm or to check e-mails for notification of flight time changes. We recommend that you check in early for a long flight and in any case not less than 3 hours before the scheduled departure time.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances (including the airport of departure and/or return of the flight and whether you are flying with a UK or EU airline), the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with refreshments, meals and accommodation under reg (EC) No 261/2004 (as amended by The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment)(EU Exit) Regulations 2019 ('UK Denied Boarding Regulations')). Similar rights may also arise under reg (EC) No 261/2004 ('EU Denied Boarding Regulations').

References in this clause to Denied Boarding Regulations are to the UK Denied Boarding Regulations or to the EU Denied Boarding Regulations, if and as applicable to the flight concerned. You must pursue the airline for the compensation and/or other payment due to you where applicable. All sums you receive or are entitled to receive from the airline concerned by virtue of the Denied Boarding Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with its obligations under the UK Denied Boarding Regulations, where applicable, you may use the CAA Passenger Advice and Complaints Service. See <https://www.caa.co.uk/Passengers/Resolving-travel-problems/> for further details.

The name on your airline tickets must be exactly the name that appears on your passport.

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## 9. Complaints

Should you have any complaints about any aspect of your holiday arrangements, you must inform our local representative, tour guide or tour leader immediately and the supplier of the arrangements concerned. Problems can most easily be dealt with on the spot. Please note, if you do not report a problem or complaint straight away which, if it had been reported at the time it occurred, could have been quickly resolved, we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client travelling in the developing world to be reasonably resourceful if things go wrong. If the issue cannot be resolved locally you can contact us in the UK on our 24-hour emergency telephone service. This number will be found in your travel documents in the Important Information section.

In the unlikely event that an acceptable solution cannot be found, you should then write to us within 28 days of your return with full details of your complaint. If you fail to follow this simple complaints procedure, we are unlikely to be able to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday. Subject to section 7(c), your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. If we cannot reach an amicable solution to any dispute, you have the right to refer it to the Travel Trust Association (TTA), which operates an impartial arbitration service (details on request) for resolution of the dispute by a mediator provided the claim does not involve personal accident, injury or illness.

## 10. The brochure, website and quotation

We have taken every care to ensure that the information in any brochure, on our website(s) and given in quotations/itineraries is correct at the time of publication. However, subsequent alterations may occur. We reserve the right to change any of the prices, services or other particulars contained in any brochure, on our website(s) or in any quotation at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into such contract. Where we state that additional information, a fact sheet or other document is available on a particular itinerary, this information should be regarded as a part of the contract.

The hotel classifications given on our website(s) and in our brochures, quotations, fact sheets and other documents are for guidance only. They are not based on any national or international classification system; they are the opinions of our staff or agents and are quite subjective. The photographs that appear in publications are indicative only and may not be of the exact room you have been quoted for.

## 11. Special Requests

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you.

Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation or any other documentation is not a guarantee that the request will be met by the relevant supplier. All special requests are subject to availability.

Before you make your booking, we will advise you as to whether the proposed arrangements are generally suitable for someone with reduced mobility or certain medical conditions. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Where you provide us with information in respect of any reduced mobility, disability, medical condition or significant allergy, we may also ask you to complete a health questionnaire. All information relating to your health is treated as sensitive personal data for the purposes of data protection which means we need your explicit consent to enable us to share this with any third party, such as suppliers.

Special dietary requirements, including food and any other allergies, must be advised to us in writing at the time of booking. You may be asked to complete a short questionnaire to confirm the information. We will advise hotels, airlines and our other suppliers of any significant allergy information you provide us with. It is important to understand, however, that we cannot always guarantee allergy information will be understood and acted on or communicated to all those who should be aware of it by our suppliers. We cannot therefore accept liability if you suffer an allergic reaction. The understanding of allergies and the effect and risks of a severe allergic reaction varies around the world. You should take appropriate precautions whilst travelling. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you are ordering or purchasing this. If you have an airborne nut allergy which may be triggered by airborne exposure, you must make us aware of this at the time of booking as most airlines require this information in advance of travel.

## 12. Your financial protection

You can book with us with complete confidence, knowing that you have 100% financial protection: Holidays that start and end in the destination country (and exclude international flights) are financially protected through our membership of the Travel Trust Association (TTA). As a member of TTA all payments made to Specialist Destinations are payable to a specially designated trust account which is supervised by a qualified independent trustee. Money may only be released from the trust to pay for the services which you have booked. The Travel Trust Association also provide further protection through a guarantee that if by any reason of fraud or dishonesty, your money is not in the Trust Account under this guarantee, TTA will guarantee the financial obligations of its Members to repay such sum to you up to a

maximum for any one passenger of £11,000. When you make a booking, you will be supplied with a TTA Guarantee Certificate. If you are unsure, please ask us to confirm what protection may apply to your booking.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call the TTA helpline on +44 (0)1483 545780 and advise that you are a customer of a TTA protected travel company. You can access the Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

## 13. Excursions and activities

Please note that we do not provide or arrange excursions or activities other than those listed in your itinerary, booked and paid for prior to your departure date. Our local representatives, suppliers or guides may put you in touch with local operators of excursions or activities if you request, but we will have no liability for such excursions or activities. Your contract for them will be with a local company providing the services and not with us and they are not operated, supervised, controlled or endorsed by us in any way.

We offer, arrange and assist our clients in booking a wide range of activities. Some of these involve, by their nature, inherent risks which can result in injury, or damage to property, or even death. Such activities include, for example, horse-riding, camel-riding or mountain biking. It is very important that you consider and take account of these risks before you participate in these activities, as you are responsible for your own safety, and that of any children in your care. This includes ensuring the operator of the activity has full and accurate information on everything relevant to your participation (such as any medical condition or health issue, and your level of ability and previous experience), even if this information has already been provided to us. You must also follow all instructions and advice provided, wear and/or use available safety equipment (including requesting this if not offered at the outset), behave cautiously and form your own judgment as to the safety of, and risks involved in, the activity.

## 14. Prices and brochure accuracy

Please note, the information and prices shown on our websites, in our brochures and/or quotations may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website, brochures, quotations and prices at the time of publication or printing or when they are given to you, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

## 15. Data Protection

You consent to us processing your personal information and the personal information of other members of your party, which includes us sharing this personal information with third parties (including airlines, local accommodation or service providers) where necessary to arrange and provide your holiday. All information is processed in accordance with our Data Privacy Policy - <https://www.specialistmorocco.com/privacy-policy>

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## 16. Your Contract with Us

Your contract with us and all matters arising out of it or your holiday arrangements (including contractual and non-contractual disputes and claims) are governed by English law. We both irrevocably agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday arrangements (including non-contractual disputes and claims), will be dealt with by the TTA impartial arbitration service providing this is available for the dispute or claim in question - see section 9). If this service cannot be used (for example, because the value is too high), we both irrevocably agree that the claim will be exclusively dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the courts of your home country. If court proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and all matters arising out of it or your holiday arrangements governed by the law of Scotland/ Northern Ireland as applicable. If you do not so choose, English law will apply as referred to above.

## 17. Foreign, Commonwealth and Development Office advice

The UK Foreign, Commonwealth and Development Office publishes regularly updated travel information which is relevant to your holiday on its website <https://www.gov.uk/foreign-travel-advice> and <https://travellaware.campaign.gov.uk> which you are strongly recommended to consult before booking, as well as close to, and in good time before departure. Up to date UK border control measures are available at [www.gov.uk/uk-border-control](http://www.gov.uk/uk-border-control)

## 18. Assistance during your holiday

In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty because of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

## 19. Your conduct

You undertake to behave with propriety and in such a manner as not to cause or be likely to cause material distress, danger or upset to any other client(s) and/or any third party or damage to property. If we, our employees, agents or suppliers consider you are not behaving accordingly, we reserve the right to terminate your contract and neither we nor the providers of any of the services in question will have any further contractual obligations to you either in respect of covering any expenses, paying any compensation or refunds, or arranging for your return home. When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual

cost is less than the amount paid, the difference will be refunded. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) because of your actions.

## 20. Passport, visa, health and other entry requirements

It is your responsibility to meet all applicable entry and other requirements of your destination country as well as those applicable on your return home. You must ensure that all your travel documents (physical and electronic), including your passport, visas / visa waivers, ETA's (electronic travel authorisation), evidence of Covid-19 vaccination and/or negative test, evidence of any other health related requirement and currency are in order, meet all applicable requirements and are valid for travel. All costs incurred in meeting all requirements applicable to your holiday must be paid by you. If you attempt to travel without fully complying with all requirements, you are likely to be refused boarding on your flight or other transport or entry into your destination country. We cannot accept any liability, and cancellation charges will apply (as set out in section 3), if you are refused entry onto any transport or into any country, or decide not to travel, due to failure (or inability) on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/Covid-19 related ones).

### Check the UK FCDO website

The passport, visa and health requirements applicable at the time of booking can be viewed on the UK Foreign, Commonwealth and Development Office website ([www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)). General information on the passport and visa requirements applicable to your holiday will also be provided by us prior to booking. We will assume you are a British citizen with a British passport and if this is not the case, you must advise us at the time of booking. You must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home / departure country, at the time of booking and in good time before and close to departure. Requirements may change and travel restrictions may be imposed (which could be at no or very short notice prior to departure). You must also keep up to date with this information while you are away.

### Minimum of 6 months' validity on passport

It is a requirement of travel to most destinations that you have a minimum of 6 months' validity on your passport on the date of your arrival. If you are unable to travel because your passport is not valid (including where it lacks the required minimum validity period after arrival) for the destination, the applicable cancellation fee shown in section 3 will apply.

### The UK passport service

A British citizen's passport usually takes approximately 3 to 6 weeks to obtain but can take longer. If any member of your party (who is a British citizen) is 16 or over and hasn't got or previously held a British passport, more time needs to be allowed as the UK Passport Service has to confirm your identity before issuing your

first passport. If any person on the booking is not a British citizen or holds a non-British passport, you must check the applicable passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. Please ensure that you check the latest position on applying for or renewing a passport at the earliest opportunity.

### Health and vaccination requirements

At the time of booking your trip, we will provide you with details of any compulsory health requirements for your holiday which are likely to be applicable when you travel. Where you are booking well in advance of departure or at a time when requirements are changing, or can be expected to change (for example, because of the Covid-19 situation), we may not be in a position to provide you with the relevant information at the time of booking. It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health-related measures (including those introduced to deal with Covid-19) in good time before departure. You must also keep up to date with the latest information in respect of Covid-19. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk>.

Vaccination and other health requirements/ recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also close to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information.

### Covid-19

Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas. In order to gain entry to your overseas destination(s) and/or return to the UK, you may be required to provide proof of the required number of Covid-19 vaccinations (which may include any recommended booster(s)) and/or a negative Covid-19 test result prior to being allowed to board your flight or other transport or enter the country. You should ensure that your Covid-19 vaccination status and documentation meet the applicable local requirements of your destination country(ies) including, without limitation, in respect of the number of vaccination doses you have received, the time interval between and since the last of these and the means by which this is proved. Vaccination requirements vary in different parts of the world including in respect of children. Where required, Covid-19 tests must be taken within a short time (possibly within 24 hours) of travel. There are strict requirements in respect of the tests and test providers which can be used and the information which must be provided. If you are unable to travel due to a positive Covid-19 test pre-departure, we will endeavour to assist in postponing or re-arranging your trip but the usual cancellation or amendment charges will be applicable. In the event that you have not been vaccinated against Covid-19, either at all or in compliance with the applicable requirements, you may be unable to enter your destination country(ies) or to access certain

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services (which may include, for example, cruises and indoor facilities such as restaurants and museums) and may encounter other difficulties. You will not be entitled to cancel (without payment of cancellation charges) or receive any refund and we will not have any responsibility for any costs or expenses you suffer as a result in any such situation.

In certain situations, and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival. There may also be other entry requirements such as completion of an on-line form pre-departure, proof of travel insurance including Covid-19 cover and downloading a local contact tracing app. Your previous travel history outside your home country may also impact on your ability to gain entry to your destination country.

## The responsibilities of the booker

It is the responsibility of the person who makes the booking to ensure that all people travelling are in possession of all necessary travel and health documents before departure. If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly.

## 21. Brexit

The UK left the EU on 31 December 2020. The EU – UK Trade and Cooperation Agreement applies from 1 January 2021 and provides the basis for the UK's future relationship with the EU. This agreement only deals with travel to and within the EU to a limited extent and there are some issues which remain outstanding. We will advise you at the time of booking if we are aware of any Brexit related issues which will or are likely to affect your holiday.

## 22. Fraudulent enquiries

Enquiries for quotes and other information submitted to us from any of our competitors, potential suppliers or their associates will be treated as fraudulent if the enquiry is made under a false name. We will make a legal claim for any commercial advantage gained by the possession of such information within the travel market.

*Specialist Destinations Limited.*

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