

## Booking Conditions

These tours are private group tours, arranged and hosted by retreat|recreate in collaboration with Experience Morocco, Avenue Acharaf, Hay Mabrouka, Marrakech 40000, Morocco.

### 1. Our contract

By applying for a place on tour you are deemed to have read and understood the Booking Conditions and agree to be bound by the Booking Conditions if your application is successful.

### 2. Deposit requirement

- You will be required to pay a deposit of AU\$1500 per person (and email a copy of the transfer receipt to [retreatrecreate@gmail.com](mailto:retreatrecreate@gmail.com)) within 48 hours if your application is accepted. Payment instructions will be provided once you have been allocated a place on the tour.
- Please do not pay your deposit until you have received confirmation that a place on the tour is available.
- If your booking is made on or after 18 January 2027 (TOUR 1) or 5 July 2027 (TOUR 2) the full amount is payable at the time of booking.
- Should we not reach minimum numbers and the tour does not proceed, your deposit will be returned.

### 3. Final payments

Payment of the balance of the trip price is due no later than 18 January 2027 (TOUR 1) or 5 July 2027 (TOUR 2). If the balance is not paid on or before the due date, we reserve the right to treat your booking as cancelled.

### 4. Your details

In order for us to confirm your travel arrangements you must provide all necessary details as indicated on the Application Form, pay your deposit, and complete a health and fitness declaration if applicable (see item 5 below). Necessary details include full name as per passport, date of birth, nationality, passport number, passport expiry date, mobility and fitness levels and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Your booking cannot be confirmed without provision of these details.

### 5. Age, fitness & health requirements

We ask you to be honest with yourself about your fitness and mobility levels and realistic about your ability to keep up with a group and fully participate in this itinerary. Due to the nature of this trip, it is not suitable for you if your fitness is compromised or you use mobility aids. Please carefully and realistically consider your physical abilities and contact us if you have any queries before applying for a place. We reserve the right to decline a booking if we deem your fitness or mobility levels to be a detriment to your own and others' satisfactory participation in the tour. We also reserve the right to remove a traveller from the group during a tour without right of refund if the guide and host deem the traveller's fitness levels are having a negative impact on the group and/or itinerary.

- The minimum age for participants is 18 at the time of travel
- All applicants must complete and submit the 'Fitness to Travel' declaration together with their Application Form
- All applicants must have good levels of health, fitness and mobility to manage the physical demands of this tour. The Fitness to Travel declaration outlines the health, fitness and mobility requirements for this trip, as do the Trip Notes
- For the safety of those who travel with us and that of the people we visit on tour, we strongly recommend all our travellers are fully vaccinated against influenza and COVID-19
- If you are unwell and/or displaying symptoms of cold, flu or COVID-19, you will be required to wear a mask
- retreat|recreate is able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest vaccinations, health requirements and recommendations for this destination.

### 6. Cancellation by the traveller

Once you've paid your deposit, we incur very real costs in booking and confirming this trip. Thus, if you cancel your booking, cancellation fees will apply. Notification of a cancellation must be provided in writing.

If you cancel your place on the trip:

- before 18 January 2027 (TOUR 1) or 5 July 2027 (TOUR 2) we will retain the deposit;
- after 18 January 2027 (TOUR 1) or 5 July 2027 (TOUR 2) we will retain 100% of the total price (see also point 7 below). You should claim these losses through your travel insurer.

Travel insurance is mandatory for travellers on our tours. You are strongly advised to take out your travel insurance at the time of booking to assist with coverage of any cancellation fees you incur if you cannot complete the trip. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

### 7. Cancellation by retreat|recreate

- We may cancel this tour any time prior to departure should we not achieve the minimum number of passengers required or if we receive cancellations which cause the number of passengers to fall below our minimum number. In this case, your deposit is fully refundable.
- We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability, Covid-19 border closures and related travel restrictions or other external events if it is not viable for us to operate the planned itinerary.
- If we cancel your trip due to external events before 18 January 2027 (TOUR 1) or 5 July 2027 (TOUR 2), your deposit is fully refundable.
- If we cancel your trip due to external events after 18 January 2027 (TOUR 1) or 5 July 2027 (TOUR 2) you will receive a credit towards a rescheduled tour. In circumstances where the cancellation is due to external events, you may request a refund however, refunds will

# retreat | recreate

be less any unrecoverable costs plus an administration fee of \$150 per person. You should lodge a claim for these fees and costs through your travel insurance.

- We are not responsible for any incidental expenses that you may incur as a result of your booking, including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

## 8. Booking amendments

If you wish to apply to transfer your booking to a third party you must notify us at least 60 days prior to the proposed departure date. A fee of \$150 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 60 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and with the written agreement of retreat|recreate.

Amendments to any other arrangements made in conjunction with your trip will incur a \$150 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 30 days of departure.

## 9. Inclusions

The land price of your trip includes:

- all accommodation as listed in the itinerary
- all transport listed in the itinerary
- arrival airport transfer
- tips for hotel staff, porters, restaurant staff, etc
- sightseeing, tours, activities, admission fees and meals as listed in the itinerary\*
- the services of a tour guide and a retreat|recreate host (TOUR 1) and a tour guide only (TOUR 2) as described in the itinerary

\*Included activities are those specifically listed in the itinerary; any marked as optional are at additional cost. Activities not outlined in the itinerary are at your own expense and are undertaken at your own risk. None of the activities on the itinerary are compulsory; if you wish to take time off from the scheduled itinerary you are free to do so at your own risk. If you choose not to participate in any of the included activities on this itinerary, the cost of those activities will not be refunded. Also, be aware that depending on where and when you choose to divert from the itinerary, you will need to make your own way to/from the scheduled itinerary location back to the hotel or to your chosen alternative activity as the guide will need to stay with the main group.

## 10. Exclusions

The land price of your trip does not include:

- International flights
- Departure airport transfers, country or airport taxes and excess baggage charges
- Meals and drinks other than those specified in the itinerary
- Beverages with meals
- Services not mentioned in the itinerary
- Early check in or late check out at hotels
- Visa and passport fees
- Travel insurance/personal insurance
- Tips for guide and driver
- Optional activities
- Personal expenses

## 11. Prices & surcharges

Prices are based on currency exchange rates as of June 2026. We reserve the right, if absolutely essential, to impose surcharges up to 60 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will absorb any amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel once paid in full.

## 12. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip and have at least one blank page. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

## 13. Travel insurance

Travel insurance is mandatory for all retreat|recreate travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, COVID-19 scenarios as far as possible, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance no later than 18 January 2027 (TOUR 1) or 5 July 2027 (TOUR 2); you will not be able to join the trip without it. You are strongly advised to take out insurance at the time of paying your deposit.

## 14. Flexibility

# retreat | recreate

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## 15. Change of itinerary

While we endeavour to operate the tour as described we reserve the right to change the trip itinerary. Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered. After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## 16. Authority on tour

Our group trips are run by an accredited tour guide. In some cities it's also a requirement that a local accredited guide temporarily accompany the group on a city tour. The decisions of these tour leaders are final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a tour leader, or interfere with the well-being, safety or mobility of the group, the tour leaders may direct you to leave the trip immediately, with no right of refund. This includes being willing to wear a mask if requested, to protect the rest of the group and the communities we visit from transmission of infectious diseases such as flu or COVID-19. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

## 17. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

## 18. Limitation of liability

retreat|recreate contracts with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- Any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- You release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- Any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

## 19. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

## 20. Claims & complaints

If you have a complaint about your trip please inform your tour leaders at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

## 21. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## 22. Photos and marketing

Unless you specify otherwise, acceptance of these Booking Conditions means you consent to us using images of you taken during the trip for advertising and promotional purposes. Please advise before the tour commences if you do not wish photos of yourself to be used.

## 23. Privacy policy

Your email address may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events, special offers and subsequent tours. All personal details you provide (passport scans, notice of medical conditions, medications, etc) will be retained securely for the duration of the trip only.

## 24. Applicable law

The laws of Victoria Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Victoria, Australia.