

DISCOVER LIMITED



ABTA No. V4335 ATOL No. 3274

IMPORTANT INFORMATION AND BOOKING CONDITIONS FOR INDIVIDUALS

IMPORTANT INFORMATION

INSURANCE

All participants must have adequate travel insurance.

HEALTH

In June 2006 we were aware of No Mandatory vaccination requirements for Morocco. However, Health Authorities advise travellers to countries such as Morocco to obtain vaccinations against typhoid, Tetanus, Polio, Hepatitis and Cholera and to check on the advisability of Malaria tablets. We advise you to check with your doctor, local clinic or the British Airways Immunisation Centre, 156 Regent Street, London W1 (tel. 0171 439 9584) for the latest requirements and recommendation. In addition, two information leaflets are published by the DSS (form SA40 "Travellers Guide to Health Before You Go", and form SA41 "While You're Away").

It is recommended that travellers to EEC countries carry the new European Health Insurance Card (EHIC) available from their Department of Health and Social Security.

BOOKING CONDITIONS

DISCOVER LIMITED Reg No 1398051 Cardiff

This information is important.

It explains the responsibilities and obligations undertaken by all parties when booking a tour with Discover.

1. THE CONTRACT BETWEEN YOURSELF AND DISCOVER

You must sign our Booking Form accepting the conditions of the Contract as detailed on these pages, in the Important Information section and generally within the Discover brochure and information literature, on behalf of yourself and your group. Booking will come into effect when we send you written confirmation accepting your booking, there is then a binding agreement between us. It is important that you read the written confirmation carefully and raise any queries immediately. The Contract between us is governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the English courts.

2. THE TERMS OF PAYMENT

Along with our signed Booking Form you must send us a deposit of 30% per person of the tour price unless other written arrangements have been made.

The balance of the fare is due no later than 8 weeks before departure unless otherwise agreed in writing with the company. If the Company does not receive the full amount outstanding by the balance due date, we reserve the right at our discretion, to cancel the booking and levy cancellation charges on the scale as detailed in section 5.

For bookings made within 8 weeks of the date of departure, we require full payment of the total Tour price.

Any monies paid to a Party Organiser in respect of a Discover Tour are held by the Party Organiser on behalf of party members until such time as Discover has confirmed your booking in writing. Thereafter any money held by the Party Organiser is held on Discover's behalf. Money paid by customers which is held by a travel agent is at all times held on behalf of the ATOL holder.

3. SURCHARGES

The price of your travel arrangements can be varied due to changes in: Government action such as increases in VAT or any other Government imposed increases. We guarantee that the price of your holiday will not be subject to any surcharge except for those resulting from such governmental action. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, if this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice.

The prices for our 2006/2007 tours are based on the following currency exchange rates as published by Financial Times at 11 June 2006.

COUNTRY	CURRENCY	RATE TO THE £
Euro Zone: France, Spain etc	Euro	1.46
Morocco	Dirham	16.19

In exchange for the Company's promise not to surcharge as a result of a worsening of currency exchange rates, the Company will not make any refunds should such matters improve.

4. INSURANCE

The charges quoted do not include travel insurance. It is a condition of booking that clients take out adequate travel/medical insurance it is your responsibility to make the necessary arrangements. It is your responsibility to ensure that the insurance you take out is adequate for your needs and covers you for the type of tour/activities you will be undertaking.

Flight delays and insurance

Unfortunately flight delays have become more commonplace and apart from the obvious inconvenience of the delayed arrival at your destination, they can cause ongoing operational problems with your holiday arrangements. Depending on the circumstances the airline may make alternative arrangements at no extra cost, but additional costs may well be involved in the form of onward flight arrangements, transfers and accommodation. It is important that your travel insurance covers you against these and in order to facilitate your claim for any delays etc, it is your responsibility to collect all relevant documentation from the airline in order to process the claim correctly and speedily.

5. CHANGING OR CANCELLING THE BOOKING

If you change your booking:

You may add extra members to your party at any time, providing that you have first checked with us for the availability of space. In such cases you will be required to send us deposits equivalent to those already paid by the party.

If you wish to change your booking in some other way, after we have issued you with written confirmation of that booking, we will do our best to comply with your wishes. However, we cannot always guarantee that this will be possible. Any changes which you wish to make, must be notified to us in writing by the person who signed the Booking Form.

If you cancel your booking:

There can be reasons why someone may have to cancel their tour and therefore cancellations may be made at any time whatsoever. If any member of your party cancels, you may replace them with a new member at any time prior to our issuing tickets (administrative charges may apply). You will understand that from the moment your booking is first made, we begin to incur expenses and therefore if you are unable to find a replacement for someone who cancels, we must impose cancellation charges to cover our estimated costs. These cancellation charges are expressed in the table below as a percentage of the total tour cost.

All cancellations must be notified to us in writing and charges apply from the date that this notification is received at our offices (not the date of your letter or the date you post it).

Period before scheduled departure within which notification is received by us	Cancellation Charge as a percentage of cost
<u>After payment of deposit</u>	<u>deposit lost</u>
70-35 days before departure	75% of invoiced cost
34-12 days before departure	85% of invoiced cost
12 days before departure or less	100% of invoiced cost

If the reason for cancellation is covered by an insurance policy you may be able to reclaim these charges.

6. CHANGES TO YOUR TOUR ARRANGEMENTS

It is unlikely we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally changes may be made, which we reserve the right to do so at any time. Most of these changes are minor, and we will advise you at the earliest possible date. Flight timings and carriers in the brochure are subject to change as a result of airline procedures. If a major change becomes necessary, we will inform you as soon as reasonably possible if there is time before departure. When a major change occurs, provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, or cancelling your holiday. If you accept the major alteration we will pay compensation as detailed below:

Period before departure within which a major change is notified to you	Compensation per fare paying passenger
more than 70 days	NIL
70-35 days	£10
34-15 days	£20
14 days or less	£30

Important note: Compensation will not be payable if we are forced to cancel, or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

Should you decide not to accept the major changes you are entitled to cancel your booking completely and we will then refund all of the money which you have paid to us. If this situation occurs within 56 days of your planned departure date, we will also pay you £10.00 per fare paying person. We are unable to accept any other claims for compensation or expenses.

There may be very rare occasions when it becomes impossible to run a particular tour and therefore necessary to completely cancel it. Such situations are very rare but we must reserve the right to do so at our discretion. If this does occur you will be offered an alternative tour of at least the same standard, if available, or a full refund of all money which you have paid to us by that time. In no case except for the reason mentioned above will any tour be cancelled after the date when your final balance is due (except for non payment).

In accordance with standard term 10 of the CAA (Civil Aviation Authority) Discover Ltd states that at the time of booking it is not in a position to state the operator, the aircraft type or exact destination. These details (if your holiday includes a flight) will be provided prior to departure.

7. Charges quoted include: meals, accommodation and travel by the means and route indicated or as may necessarily be altered by the organisers. The price of visas and purely personal spending is not included.

8. Clients will comply with all legislation, immigration and customs and foreign exchange regulations of the countries visited.

9. The client undertakes to deport himself/herself and their group in an orderly fashion and not to disrupt the enjoyment of others on holiday with him/her or to prejudice DISCOVERS reputation with the owners of accommodation or its suppliers. The rules and regulations of owners of accommodation and land, sea or air carriers must be complied with. Serious contravention may result in immediate cancellation of the tour. Clients are liable for all damage caused by their action or the actions of their group.

Alcohol: Clients should note that the

Kasbah du Toubkal is not licenced but clients are welcome to bring their own. In deference to local custom we ask that alcohol be consumed discreetly in an adult fashion. We have agreed that whilst Omar and Arkia are happy that our guests drink alcohol we will respect their views on it and not ask that they or their Berber staff serve it to us

10. Discover's operation and assessment by an independent MIC (Mountain Instructor Certificate) is as detailed in our Management Document (available on request).

11. Activities : We are happy to help arrange activities on your behalf with the many qualified providers that exist in the area. However the contract for these are between yourself and the providers concerned. Details of costs and their qualifications are available on request. Participants in water sports must be able to swim a minimum of 50 metres.

12. DEALING WITH PROBLEMS

At Discover we do everything possible to ensure that your tour arrangements run smoothly; however, if any problems arise you should report them as quickly as possible to the Centre Manager/Tour leader so that efforts can be made to rectify the matter. If for some reason you are still dissatisfied you should write to our office within 30 days of your return from the tour, explaining the problem fully. In the unlikely event that an agreed settlement cannot be reached, you may take advantage of the special Arbitration Scheme as detailed below.

Arbitration

Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if you so wish) be referred to arbitration under a special scheme which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators.

The scheme (details of which are available from ABTA, 68-71 Newman Street, London W1P 4AH) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs.

The scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness.

The rules of the scheme provide that the application for arbitration must be made within nine months of the date of return from the tour but in special circumstances it may still be offered outside this period.

This does not restrict you pursuing action through the courts.

13. LIABILITY AND RESPONSIBILITY

We accept responsibility for ensuring the holiday which you book with us is supplied as described in our literature and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers save where they lead to death, injury or illness except as provided in clause 10 below. In respect of the services provided by air or sea carriers, our liability in all cases shall be limited in the manner provided by international conventions.

We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors (other than air and sea carriers performing any domestic, internal or international carriage of whatsoever kind) whilst acting within the scope of, or in the course of their employment. We will accordingly pay to our clients such damages as might have been claimed in respect of death, illness or injury caused by the negligence, as accepted under English Law, of our employees, agents or suppliers contracted or sub-contracted by us to provide any part of the arrangements for your holiday.

If any client suffers death, illness or injury whilst overseas arising out of activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

When you travel with a carrier, the conditions of carriage of that carrier apply, some of which may limit or exclude liability. This brochure is the responsibility of DISCOVER LTD, it is not issued on behalf of, and does not commit the airlines, sea or other carrier mentioned therein.

Please note that in accordance with Air Navigation Orders, a child must be under 2 years of age on the date of their return flight.

14. Data Protection Statement In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide (such as name, address, any special needs/dietary requirements etc.) We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA) controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. **(If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons)**

15. Atol Consumer protection

Tours run by Discover Limited that include an **airflight** are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our Atol number is ATOL 3274. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For Further information, visit the ATOL website at www.atol.org.uk

16 ABTA Consumer protection

Tours run by Discover Limited that **do not include an airflight** are ABTA protected, since we are members of ABTA and bonded with them under our ABTA No V4335. In the unlikely event of our insolvency, ABTA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For Further information, visit the ABTA website at www.abta.co.uk
DISCOVER LIMITED, TIMBERS, OXTED ROAD, GODSTONE, SURREY, RH9 8AD. Tel. 01883 744392 Fax. 01883 744913 ABTA No. V4335 ATOL No. 3274 (Normal Office hours Mon to Fri 9AM to 5PM)

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