

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE

By accepting SANDYCAMPS general terms and conditions of sale, you declare that you accept without reservation the terms and conditions set out below. These general conditions of sale have been defined to ensure the smooth running of the stay and are also safety rules. They are applicable to any activity related to surfing and yoga and any other activities offered by SANDYCAMPS or one of its subcontractors.

1. DEFINITIONS

1.1 SANDYCAMPS: "SANDYCAMPS", "we", "the company SANDYCAMPS"

1.2 The customer: "you", "the buyer", "the user", "the customer"

2. RESPONSIBILITIES

2.1 Each client acts under his own responsibility.

2.2 SANDYCAMPS disclaims all liability for personal injury, death of persons and / or pets, injury to persons or property, or damage to any property whatsoever.

2.3 You represent and agree that at all times you respect all decisions made by SANDYCAMPS and its staff.

2.4 SANDYCAMPS reserves the right to refuse any registration of one or several customers, at any time, without having to justify in any way whatsoever.

2.5 SANDYCAMPS can not be responsible for any problem of non-compliance with health, administrative and customary customs practices in the country (alcohol, daytime or nighttime aggression, conflicts with inhabitants or local authorities, traffic, possession or consumption narcotics during the trip) and any serious consequences that may result (fines, imprisonment, hospitalization or death).

2.6 The client acknowledges that alcohol consumption in some places may not be allowed and that the age limit for alcohol consumption is at least 18 years old.

The document "Terms and Conditions" is written in English and should be construed in accordance with Moroccan law. In the event of a conflict between this version and a translation of this document, the French version shall prevail on the translated version.

When alcohol consumption at the location is authorized, the client confirms that he is of the appropriate age for alcohol consumption, agrees to do so at his own risk and agrees to behave at all times, appropriate, in accordance with the paragraph above.

2.7 During the stay, the client has the obligation to act in an educated manner and as a responsible adult. In the event of non-respect of the rules in force and the rules of good behavior, in case of complaint of people, deterioration of material or other, SANDYCAMPS reserves the right to break the contract binding it to its customer and to cancel, without refund, all or the remainder of his stay.

2.8 The client will be responsible for any accommodation, travel or other expenses incurred as a result of the completion of SANDYCAMPS services. The customer will immediately pay the amount equivalent to any loss or damage caused to SANDYCAMPS. SANDYCAMPS reserves the right not to accept future bookings from the client or members of his group or to cancel existing bookings that the client or members of his group may have.

2.9 The customer will be responsible for the repair costs of any damage caused. It must pay on the spot under penalty of legal proceedings.

2.10 SANDYCAMPS staff and instructors coach and accompany clients during activities. They give them the necessary advice to carry out the activities, but are not responsible in any case for the safety of the customers, their wounds, injuries caused to third persons or their death or the death of a third person during their session surfing, yoga, or any other activity proposed and / or advised by SANDYCAMPS during their stay.

2.11 Any trip or stay interrupted or abbreviated or any ground service not consumed by the participant, for any reason whatsoever, will not give rise to any refund.

2.12 No dispute regarding the price of the trip may be taken into consideration on return. It is up to the customer to assess before his departure if the price suits him by accepting at the same time the fact that it is a fixed price including a whole series of services whose prices cannot be detailed by the organizer.

2.13 No refund will be made for reasons related to bad surf conditions - or none at all - or to an unfavorable weather delay or cancel of the service provided during a surfing holiday.

2.14 You declare that SANDYCAMPS is not responsible and / or will not be responsible of any illness, injury or accident of which you are a victim or that you provoke during one of the activities surf, yoga, excursion or well-being, proposed by SANDYCAMPS.

2.15 You agree that SANDYCAMPS staff and representatives may assist, guide and advise you for information during your stay. This is by no means an opinion of experts and is not intended to be interpreted in this way.

2.16 Pets are accepted under the following conditions:

2.161 Pet owners who stay alone with SANDYCAMPS must pay the single supplement when booking.

2.162 The pet (s) remain the sole responsibility of the owner during the entire stay.

2.163 The pet (s) must not pose a danger to any person or animal at SANDYCAMPS, the inn, or Imsouane. SANDYCAMPS reserves the right to refuse any animal presenting a potential danger.

2.164 The owner of the pet (s) must ensure the good behavior of their pet inside and outside SANDYCAMPS, for the respect and well-being of people and other animals present.

2.165 The owner of the pet (s) is required to respect common and private places. The animal (s) must be kept on a leash. In no case will they stay at SANDYCAMPS in the absence of their master. Their natural needs will have to be outside the hostel and must be picked up by the owner. Any damage caused by the pet (s) will be charged to the owner and paid before departure.

2.166 The owner will need the following documents to travel and stay at SANDYCAMPS with his pet:

- The **European passport** of the pet.
- The **identification chip** (ISO standard 11784 or annex A of ISO 11785)
- His **current vaccination** record.
- Up-to-date **rabies vaccination**: be careful in the case of Morocco, the vaccine must be done more than 30 days before the departure date.
- **Certificate of good health**: this certificate valid for 3 months must be made within 10 days before the entry of the pet in Morocco. This form is also called "Health Certificate International Convention for the Transit of Pet Animals".

To leave Morocco, in addition to the above-mentioned elements, you will have to:

- Repeat a **certificate of good health** of less than 10 days, carried out by a veterinarian holding the sanitary mandate (only in Agadir, allow enough time in addition to your stay at SANDYCAMPS). To these documents are added

- An **anti-rabies certificate**: this document is absolutely necessary to leave the Kingdom, but especially to be able to bring your pet on the European territory.

2.17 In the event of non-compliance with the conditions set out in article 2.16, in the event of a complaint from a person, damage to equipment or otherwise, SANDYCAMPS reserves the right to terminate the contract binding it to its client and to cancel, without reimbursement, all or the remainder of his stay.

2.18 SANDYCAMPS and its staff accept no responsibility for injury, death or damage caused by the pet to itself or to third parties and / or any property, or injury, death or damage caused to the pet by itself, third persons or animals.

3. RESPONSABILITIES RELATED TO HEALTH, INSURANCE AND TRAVEL FORMALITIES

3.1 The client is responsible for the protection of his health.

3.2 SANDYCAMPS draws the attention of its customers to the obligation to be properly insured in third-party liability and travel insurance abroad for the practice of surfing and / or yoga, among others.

3.3 As for any trip, the customer must be covered by a travel insurance which covers the assistance and medical expenses of the customer and the persons appearing on his reservation, insurance in case of accident, repatriation, luggage insurance, cancellation insurance, third party liability, insurance for surfing and / or yoga. It is the customer's responsibility to check his insurance coverage.

3.4 The client is responsible for obtaining travel insurance with adequate insurance cover for the duration of the stay at SANDYCAMPS and all activities that the client intends to undertake during this stay. This insurance must be effective before arriving at SANDYCAMPS and must cover the entire stay.

3.5 In the event of an accident requiring repatriation, the costs will be borne by the Client's Insurance. If the repatriation health is not confirmed but the customer decides however an early return, the costs incurred for the redemption of an air ticket or any service not provided for in the contract will be borne by the customer - same for unused services.

3.6 For pregnant women older than five months (at the time of travel), a declaration of release of liability must be made at the time of booking.

3.7 You confirm that you have declared any injury, medical condition and / or state of health (past or present), disability, which could prevent you from participating in an activity proposed by SANDYCAMPS. You understand that not disclosing this type of information can result in injury or death. You declare yourself physically fit and able to participate in SANDYCAMPS activities and

immediately notify SANDYCAMPS of any changes in your health, fitness and / or ability to participate in SANDYCAMPS activities.

3.8 SANDYCAMPS, not having the possibility of checking the level of surf and yoga of its customers before their arrival, will not be able to be implicated in case of injury, accident or death during the practice of surfing and / or yoga, of a person inscribed on one of his formulas.

3.9 Each person surfs under his own responsibility, knowing his level and the possible risks related to currents, tides, weather, fauna and flora of the environment and the aquatic environment and other surfers.

3.10 You declare yourself physically fit and have no health problems that would make you or a third person physically incapable during the lessons and surf and yoga lessons, for the use of the equipment provided by SANDYCAMPS and / or participation in a paid or free activity offered by SANDYCAMPS.

3.11 You are responsible for checking whether you need a visa to go to SANDYCAMPS and to respect all the requirements of the country where the stay is located. SANDYCAMPS will not be held liable for losses of any kind whatsoever suffered by the buyer due to his negligence or omission.

3.12 Minors under 18 years of age may only attend a service provided by SANDYCAMPS if they are accompanied by a person over the age of 18 who assumes full responsibility for the safety and behavior of the minor.

3.13 Surfing is inherently a dangerous sport. The client acknowledges and understands to be aware of the risks inherent in the practice of surfing (eg currents, tides, sharp parts of surfboards, accidents with other surfers, sharks, killer whales, reefs...). The customer recognizes that accidents could result in injury or death can occur during the practice of surfing. The customer acknowledges having read and accepted this warning and accepts these risks.

4.MATERIAL RENTAL

4.1 For all equipment rentals, the client must provide SANDYCAMPS staff with a security deposit and photo ID.

4.2 The rented equipment must be returned in the same condition as when the customer received it for rental.

4.3 If SANDYCAMPS personnel are not satisfied with the condition of the equipment returned by the customer, the customer shall pay SANDYCAMPS the amount equivalent to the cost of repairing or replacing damaged equipment, and SANDYCAMPS will deem necessary. SANDYCAMPS may use, for this purpose, in whole or in part, the amount paid in deposit by the customer.

4.4 The client acknowledges that all equipment and personal items he uses are suitable for the purposes for which he intends to use them and that he will use them in a safe and responsible manner at all times.

4.5 SANDYCAMPS and its staff accept no responsibility for loss or damage caused by the customer to himself or to third parties and / or any property as a result of the use of the equipment and / or rented equipment.

4.6 All personal equipment or personal possessions of the customer are under his responsibility at all times. SANDYCAMPS and its staff will not accept any responsibility for the loss, theft or damage of this equipment and property.

4.7 In the case of hire of equipment (shortboard, longboard, wetsuit or bodyboard) without pre-reservation of formula or lesson, the customer acknowledges having sufficient technical competence to use alone the equipment he has rented. As soon as the equipment is rented, the customer uses it under his sole responsibility towards third parties and the equipment entrusted to him. The equipment rented or borrowed must be returned in the condition in which it was delivered to the client. Any deterioration of the material as small as it will have to be refunded to SANDYCAMPS by the customer.

4.8 SANDYCAMPS will not be blamed or held responsible, for any reason whatsoever, in the event of a dispute arising between the customer and SANDYCAMPS about breakage, loss or theft of surfing or yoga equipment.

5. PRICE

5.1 All our prices are displayed in Euros.

5.2 For all reservations our customers must fill in the form on the booking page of the website and accept the general conditions of sale.

5.3 Upon receipt of this form, we will respond within 24 hours by sending you an estimate and the list of documents to send us to confirm your stay. The reservation will be confirmed and 100% effective only upon receipt of these documents. The amount shown on the quote must be paid when you arrive at SANDYCAMPS, in cash, in Euros, before the start of the services.

5.4 For last minute bookings (within 14 days), in case we confirm the availability by estimate, the totality of the expenses of the stay is to be paid on the spot with SANDYCAMPS, in cash, in Euros, before the beginning of our services.

5.5 Rates include only the services detailed in the chosen formula. They do not include services before or after the arrival of the client to SANDYCAMPS, nor the transport costs until SANDYCAMPS (plane, train, taxi...), tips, drinks and any

other personal expense. Any other charges not mentioned in the form remain at your expense.

6. ACCOMMODATION

6.1 The description of accommodation services is written for information, modifications may occur (additional or deficient equipment); SANDYCAMPS will endeavor as far as possible to inform you when registering, in the absence of the update on the website.

6.2 SANDYCAMPS provides you with a shower towel per person per week. This article is the property of SANDYCAMPS and must be returned upon departure. During the delivery of the room, a deposit of 20 € per person will be paid to the staff, for this article. This deposit will be refunded at the end of the stay, only if this item is returned to SANDYCAMPS staff under satisfactory conditions, at the sole discretion of SANDYCAMPS staff. SANDYCAMPS does not provide a beach towel. You must provide the necessary.

6.3 SANDYCAMPS also aims to be not only a school of yoga and surf but also a school of life in community. As a result, cleaning in the rooms of SANDYCAMPS is not daily but is done once a week. It is the customer's responsibility to keep his room clean until he leaves. Cleaning in common places (living rooms, terraces, showers, toilets...) is done daily by the employees of the hostel.

6.4 Double room: 2 twin beds or a large double bed depending on availability. 6.5 Triple room: One large double bed plus one or two single beds.

6.6 Single room: Double room occupied by one person. This room type is subject to a supplement of 20€ per night.

6.7 Allocation of rooms: The rooms are allocated from 16h and must be vacated before 11am, regardless of the arrival and departure times (except special case).

6.8 Air conditioning: The hostel does not have air conditioning or heating.

6.9 On certain days, breakdowns of generators, motors, water cuts, electricity or other types may occur and cause inconvenience beyond our control. Stay understanding and patient and enjoy this little paradise and your holidays, despite these small exceptional and temporary genes.

6.10 Facilities: The provision of certain indoor and outdoor facilities and the practice of certain sports or services may be modified according to the seasons and the weather conditions.

6.11 We do not own your accommodation and all accommodation services are subcontracted to our partner hostel. We cannot be held responsible for changes or changes in accommodation during your stay. In case of unavailability of rooms, we reserve the right to relocate you to another hostel in the village of equivalent quality.

7. CANCELLATION POLICY

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, all cancellation charges, medical expenses and repatriation in the event of accident or illness.

If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

7.1 SANDYCAMPS reserves the right to refuse and cancel any registration at any time without any explanation.

7.2 We cannot be held responsible for cancellation of the trip in case of "force majeure", as in case of an accident, injury, war, political causes, strikes, epidemics, natural and technical disasters, airport closures or other infrastructures, canceled plane, or any other causes that would be external and foreign to our good faith.

7.3 Delays in departures and returns, which may be caused by plane traffic, by numerous transport rotations, security requirements, strikes, technical incidents, atmospheric conditions, delays or plane cancellation etc., may not result in any reimbursement or compensation from SANDYCAMPS.

7.4 In the event that we can not guarantee your stay for internal reasons to our company SANDYCAMPS, we will refund all fees that you have paid or offer other dates to make your stay.

7.5 Modification of the program: As a rule, program changes are rare, however we reserve the right to modify the program initially planned, without notice, at any time, for the good progress of the stay. All these changes are minor and we will notify you as soon as possible.

7.6 Your holiday at SANDYCAMPS starts and ends according to the time and dates on your booking. Any excess and any service or activity outside the formula will be billed on site.

7.7 In the case of cancellation of the trip by the guest (you), the customer must immediately inform SANDYCAMPS in writing on the email address: bookings@sandycamps.com. The cancellation of your stay will be effective from the date of receipt of this email. An email will be sent to you to confirm your cancellation.

7.8 Cutting your holidays short: If you cut your holidays short, leave one of our camps before the end of the booking you made, we cannot refund the cost of any travel arrangement / booking you have with SANDYCAMPS. We will not offer any refund for that part of holiday / services not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment. Any claim must be made directly with your travel insurance company.

7.9 Cancellation Charges:

More than 6 weeks: Refund of the deposit minus 50€ of administrative fees

4 to 6 weeks before arrival: 50% of holiday costs

2 to 4 weeks before arrival: 75% of holiday costs

Less than 2 weeks before arrival: 100% of the holiday costs

8. CUSTOMERS

8.1 The information you provide on the site through the information sheet allows SANDYCAMPS to process and execute your orders. These data are confidential and the information requested is intended to know you better and to improve the services offered to you.

8.2 SANDYCAMPS will not use this data beyond the information transmissions that are strictly necessary to execute the commands.

9. IDENTITY

9.1 You agree that photo, video and sound recordings of your participation in SANDYCAMPS activities, by SANDYCAMPS staff or a subcontractor, may be used by SANDYCAMPS to promotional purposes, on any promotional material, without any restrictions.

10. LANGUAGES

10.1 This document is written in English and must be interpreted in accordance with the English language. In case of conflict between this version and a translated version of this document, the version in English language prevails over the translated version.

10.2 At SANDYCAMPS, we speak English and Arabic.