

THE LEGAL STUFF

1. DEFINITIONS & PARTIES

In these terms and conditions:

The **'Company'** shall mean Virgin Hotels Maroc SA, a corporation organised under the laws of Morocco. **'We'** shall mean the Company. The **'Client'** shall mean the Agent. **'You'** shall mean the Client. **'Exclusive Use Bookings'** shall mean bookings using exclusive rates and **'Group Bookings'** shall mean bookings for between 5 and 11 rooms to be utilised by one party of individuals using individual rates. An **'Individual Booking'** shall mean a booking using individual rates other than a Group Booking. **'Guest'** shall mean the one or more individuals in respect of whom the Client is seeking to make the booking. In these terms and conditions the masculine words shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

2. BOOKINGS

A contract will only be constituted between the Company and the Client once a written request for confirmation of a booking has been received from the Client by the Company, and written confirmation of acceptance has been sent on behalf of the Company to the Client. On submitting to the Company a written request for confirmation of a booking, the Client warrants and confirms to the Company that it accepts these terms and conditions on behalf of itself and the Guest.

3. CHILD POLICY

General Information

Children of all ages are very welcome at Kasbah Tamadot when the property is hired exclusively. For smaller groups children are welcome for the following dates in 2009: 3rd – 19th April; 1st July – 31st August; 16th October – 1st November; 18th December – 7th January, 2010. In some rooms we can accommodate children on rollaway or fold-out beds and can arrange babysitting at an additional cost, but advance notice is required to guarantee availability. For safety reasons children are unable to stay in the Berber Tents. Special food and beverages or simple snacks and light meals, such as sandwiches, can be prepared.

Rates for infants and children will apply for group and exclusive use bookings when the number of guests exceeds 48:

Just what is...?

...an infant? a guest under the age of 6

...a child? a guest between the ages of 6 and 12

...an adult? a guest aged 12 years and over

Infants stay free of charge providing they share with at least one adult.

Children are charged as follows:

1 child sharing a room with 2 adults will be charged €100 per night on top of the standard Double Occupancy Rate. Rates are commissionable at your contracted rate.

4. NOTE ON GROUP AND EXCLUSIVE USE BOOKINGS

Group bookings are bookings for between 5 and 11 rooms using individual rates. Exclusive Use bookings are bookings for 12 or more rooms and Exclusive Use rates will apply irrespective of the number of guests to a maximum of 48 adults.

5. PAYMENT AND CONFIRMATION

Bookings will be confirmed upon receipt by the Company of a 30% non-refundable accommodation deposit. The final 70% non-refundable deposit is due to the Company 60 days prior to the proposed arrival date of the Guest. If the Client makes a reservation less than 60 days prior to the proposed date of arrival of the Guest, a 100% non-refundable payment shall be made to the Company (plus any additional sums due to any external providers such as transport or transfer operators) as far as possible in advance of the proposed arrival date. Please note that if a payment is not received on time or in the correct amount we reserve the right to release the booking, regardless of any payment(s) already received. The Company will use reasonable endeavours to contact the Client prior to taking this course of action. Invoices will be issued in Euros, with an option to pay in the Client's local currency using a current exchange rate. Methods of payment will be detailed on all invoices.

6. CANCELLATION BY THE CLIENT

We strongly recommend that all Guests purchase adequate travel insurance to cover cancellations due to unforeseen circumstances and the Client shall advise all Guests of this recommendation. You must send us all cancellations clearly and in writing. This should be done by letter, fax or email using the following contact details: Reservations, Virgin Limited Edition, Voyager House, 162-164

Fulham Palace Road, London, W6 9ER; Fax: +44 (0) 208 600 0431; enquiries@virginlimitededition.com. The Company will then confirm the cancellation back to the Client in writing with a cancellation number. The cancellation date shall be the date upon which the written notification of cancellation is received by the Company from the Client. All payments received are non-refundable. The Client is also liable for any and all payments outstanding on the date on which the notification of cancellation is received by the Company. Please note there may also be cancellation fees levied by third parties such as flight or transfer operators in these circumstances. The Company will advise the Client of these when it becomes aware of them and the Client will, if requested, reimburse the Company in respect of such fees forthwith.

7. CHANGES BY THE CLIENT TO DATE OR NATURE OF THE BOOKING

All requests for amendments must be received by the Company in writing from the Client. The amendment date shall be the date upon which the written notification of the amendment request is received by the Company from the Client. The Company will use reasonable endeavours to accommodate amendment requests received up to 60 days prior to the Guest's proposed date of arrival however this is at the sole discretion of the Management at Virgin Limited Edition's UK Head Office. In respect of a request for amendment received by us within 60 days of the Guest's proposed date of arrival, the Company will use reasonable endeavours to accommodate the amendment, however the Company reserves the right to charge a fee of up to 25% of the total accommodation cost. As before, any accommodation of your amendment request is still at the sole discretion of the Management at Virgin Limited Edition's UK Head Office and is dependent on, amongst other things, the percentage of dates and rooms originally booked that have been subsequently re-sold. Please note there may also be amendment fees levied by third parties such as flight or transfer operators in these circumstances. The Company will advise the Client of these when it becomes aware of them and the Client will, if requested, reimburse the Company in respect of such fees forthwith. Should the Guest choose to leave Kasbah Tamadot early for any reason other than in circumstances outlined in paragraph 10 below, no refund will be made to the Guest or the Client nor will alternative dates be arranged.

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The Client also agrees that individual or group stays at Kasbah Tamadot cannot be sold, awarded as prizes or otherwise transferred without the Company's prior written authorisation.

8. CHANGES AND CANCELLATION BY THE COMPANY

The Company will advise the Client of any changes or cancellations as soon as reasonably possible. Different terms will then apply depending on whether the proposed changes are, in the opinion of the Company, minor or substantial. If the proposed changes are, in the opinion of the Company, minor, the Company will make alternative, comparable arrangements at no cost to the Client, who shall accept such alternative arrangements. If the changes are, in the opinion of the Company, substantial, then the Company may offer alternative arrangements to the Client, but the Client shall not be obliged to accept such alternative arrangements. If no such alternative arrangements are offered in these circumstances, or the Client does not accept any such offered alternative arrangements, the Client may reject the booking within 14 days of notification to the Client of the relevant change(s) and the Company will cancel the booking. If the Client rejects the booking in these circumstances, all monies paid by the Client by the date of cancellation will be repaid less the Company's reasonable expenses in respect of the booking. Under no circumstances will the Company be liable to the Client for any financial recompense in the event of a change (whether material or otherwise) which does not lead to a cancellation. Any liability of the Company which may arise in the event of cancellation shall be limited to a refund of monies as provided above. The Company will not be liable for any cancellation, which results from the Client's default. Without prejudice to the provisions set out above relating to cancellation, the Company reserves the right to cancel the service or the services it is contractually obligated to provide under these terms and conditions and require the Guest to leave Kasbah Tamadot immediately if the Company reasonably considers the Guest's behaviour at Kasbah Tamadot has caused (or is likely to cause) loss, damage or harm to Kasbah Tamadot or any part of it or its reputation or is (or is likely to be) objectionable to other guests; in these circumstances the Company shall not be obligated to make any refund of monies to the Client or the Guest. Further, the Client shall indemnify and hold harmless the Company (for

itself and on behalf of its affiliates, agents, officers and employees) against any such loss, damage or harm.

9. LIABILITY OF THE COMPANY

a) We accept no liability for ensuring the accommodation which you book with us is provided as described in this brochure save where any part of such accommodation is not provided as described in this brochure due to the fault of our employees or agents and this has adversely affected the enjoyment of the Guest's accommodation with us. Subject to paragraph **b)** below, our liability in all cases shall be limited to a maximum of three times the aggregate amount paid to us in respect of the Guest's accommodation with us.

b) Nothing in paragraph **a)** above shall exclude or restrict our liability for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents whilst acting within the scope of, or in the course of, their employment or engagement in the provision of your accommodation with us.

c) For the avoidance of doubt the Company will not be liable for loss or injury suffered by the Client or the Guest which was outside the control of the Company. We would recommend that all Guests obtain suitable insurance to cover loss or injury and you will ensure all Guests are made aware of such recommendation. The Company shall not be obligated to make any payments in those circumstances other than as otherwise referred to in the terms and conditions above.

10. FORCE MAJEURE

We act on the advice given by the government of the United Kingdom and the government of your home country. If flights are grounded because of war or terrorism or the Guest is advised by their government that it is unsafe to travel, we will use best efforts to assist the Guest in postponing their accommodation with us.

11. DATA PROTECTION

The Client confirms that, where it has disclosed or is disclosing to the Company or any of its group companies, affiliates, agents, employees, directors or other officers Personal Data (as that term is defined in section 1(1) of the UK's Data Protection Act 1998), it has complied and shall comply with all applicable data protection laws.

12. OTHER

a) The Client and the Company agree that no references to confirmations and other communications between the Company and the Client in these terms and conditions shall be deemed to impose or infer any obligation on the Company to communicate directly with the Guest and/or to accept any communication from the Guest to the Company directly. It shall be the responsibility of the Client to keep the Guest reasonably informed of all developments in relation to the booking. In addition, the Client and the Company agree that no obligation of the Company to pay or refund to the Client any sums under or in connection with these terms and conditions shall be deemed to impose or infer any obligation on the Company to make any such payment or refund to the Guest.

b) The Company and the Client do not intend any of these terms and conditions to be enforceable by or confer any rights upon any person other than the Company and the Client by virtue of the Contracts (Rights of Third Parties) Act 1999.

13. ENTIRE AGREEMENT; VARIATION AND WAIVER; SEVERANCE

These terms and conditions constitute the entire understanding and agreement in relation to their subject matter and supersede any previous explicit or implied agreement or undertaking between the parties with respect thereto. No variation, waiver or release of these terms and conditions shall be effective unless it is in writing signed by or on behalf of each of the Client and the Company. If any part of these terms and conditions is void or unenforceable due to any applicable law, it shall be deemed to be deleted and the remaining provisions of these terms and conditions shall continue in full force and effect.

14. GOVERNING LAW

This contract shall be governed and construed according to English Law and shall be subject to the exclusive jurisdiction of the courts of England, save that the Company shall be entitled to enforce the contract against the Client in the courts of any other country in which the Client is resident, domiciled or has a place of business.