

# TERMS AND CONDITIONS

## Key Terms

**Surf Berbere Limited [Booking Agent]**

**Surf Berbere Taghazout Surf Camp [Surf Camp]**

**Surf Berbere Hash Point Café [Café]**

**Surf Berbere S.A.R.L. surf camp management team [Management]**

## **BOOKING TERMS:**

At the time of booking, a deposit is taken by Surf Berbere Limited. A disclaimer form must be filled in and completed before a person can take part in any activity. This can be done online, or at the Surf Camp Office.

Surf Berbere S.A.R.L. require full payment for the total course cost when booking locally. Surf Berbere S.A.R.L. have the right to cancel a person's place on the course if full payment is not received. Course reminders may not be sent and should not be relied upon to make full payment.

Any cancellations or changes to your booking must be made in writing and will only be accepted from the date they are received by Surf Berbere S.A.R.L. The refund policy for cancellations is as follows:

- 4 weeks or more notice before the course start date = full refund minus deposit
- 2-3 weeks notice before the course start date = 50% refund minus deposit
- Less than 2 weeks notice before the course start date = no refund.

If the booking is changed more than 21 days prior to start of the course, Surf Berbere S.A.R.L. will make every effort to change the requested booking. Less than 21 days prior to the start date, no changes can be made.

Surf Berbere S.A.R.L. assumes no liability with respect to personal injury, loss, damage or third party claims that occur through no fault of its own or its instructors. Unless Surf Berbere S.A.R.L. can be proven negligent, management accept no liability for any of the aforementioned claims.

I accept that I participate at my own risk and I confirm that I have my own insurance to cover any such injury, loss or damage and I understand that this is my responsibility. I have declared any medical conditions that may affect my or other's safety whilst participating and accept that Surf Berbere S.A.R.L. do not accept any responsibility for any conditions not disclosed.

Surf Berbere S.A.R.L. equipment will be used for the activity, unless previously agreed. If I should damage or lose any Surf Berbere S.A.R.L. equipment, I agree to inform a member of Surf Berbere S.A.R.L. staff and understand that I will have to pay for any repairs or replacements.

I agree to abide by all decisions and adhere to all instructions that Surf Berbere S.A.R.L.. staff and instructors make whilst under their supervision. This includes sea-related conditions beyond Surf Berbere S.A.R.L.'s control (flat days, fog, dangerous sea conditions etc.). In this case, should a course/lesson be cancelled, a credit note will be issued which is valid for one year from the date of cancellation. No refunds will be issued.

The prices printed on the [www.surfberbere.com](http://www.surfberbere.com) website are valid at the time of publication. Management reserves the right to increase or reduce any of the prices at any time after their publication. Any changes will be made clear at the time of booking. Surf Berbere S.A.R.L. reserves the right to cancel or change course dates subject to notification of those persons booked onto the course.

All participants taking part in any Surf Berbere organized activity must have comprehensive travel insurance that covers all watersports and any other potential activities likely to be undertaken in Morocco whilst staying with Surf Berbere.

Permission is given for participant's contact details to be entered into the Surf Berbere Limited database and held in accordance with the Data Protection Act 1998. This information will not be forwarded to third parties.

Any credit note issued by Surf Berbere S.A.R.L. for a cancellation is valid for one year from the date of issue, and only applies to Surf Berbere S.A.R.L. courses. It may not be exchanged or used to purchase items in the shop to the value of the voucher.

Surf Berbere S.A.R.L. will offer a refund only if the purchased item is faulty, in all other cases an exchange will be offered or a credit note will be issued. In both cases the original receipt must be shown.

#### **THINGS TO BE AWARE OF AT THE SURF BERBERE SURF CAMP**

The surf camp is a registered touristic residence in the Commune of Taghazout. As such any guest staying at the surf camp must have written their details into the Hotel Register, which is submitted to the local gendarmerie. A Communal Tax of 5DH is paid for every night stayed by a guest at the surf camp.

Surf Berbere S.A.R.L. Taghazout surf camp has been stolen from before. The building is secure and Surf Berbere S.A.R.L. pay for overnight security guarding, however, any items stolen from the surf camp premises are not the responsibility of management.

If a guest has a passport or any valuables that they would like to be stored within the surf camp safes these should be given to management in a clear plastic bag for "safekeeping".

A key deposit is taken from any person wishing to have a key to access the front door of the surf camp (this is normally 100dh). The deposit is returned when the key is given back to Management.

The front door of the surf camp must always be closed after entry and exit.

The surf camp is obliged to cut all music and lighting at 11:30pm every night. Guests are asked to carry on all celebrations in their own rooms or apartments and ensure that there is no music or lighting left on any terrace or communal area.

All terraces pose a security risk. Items such as wetsuits have been stolen from terraces before. Please ensure that you do not leave anything lying unattended on the terraces. If you have rented a wetsuit from Surf Berbere S.A.R.L. and it is stolen from a terrace you will be expected to pay for a replacement wetsuit.

Surf Berbere S.A.R.L. take no responsibility for any person suffering from food poisoning. Eating food in Morocco poses a risk to any person's health and as such Surf Berbere S.A.R.L. cannot take any responsibility for people suffering from food poisoning.

Surf Berbere S.A.R.L. do not have a license to sell alcoholic drinks and as such do not sell alcoholic drinks.

Surf Berbere S.A.R.L. will arrange taxis for our guests. The standard prices for taxis are printed in the management offices. Guests are expected to pay the taxi driver directly.

Management accept no responsibility for taxi drivers being late and will not refund any payments for taxi drivers.

Management accept no responsibility for ensuring that guests arrive at airports in time to make a flight and as such will not be liable for any guests missing their flights. It is the responsibility of all guests to make their travel arrangements in such a way that even if a taxi fails to turn up they have time to get to the airport.

Any material that is damaged by a guest will be charged to the guest's invoice at the end of their stay. An indicative price list is shown below but management reserve the right to charge other prices than those shown in the table:

Broken Short Surfboard	4000dh
Broken Longboard	5000dh
Broken Softtop Surfboard	3500dh
Damaged Surfboard	300dh
Damaged/Lost wetsuit	1200dh

By accepting to rent Surf Berbere materials the guest undertakes to ensure the material is returned to the surf camp in its original state. Any damage or loss of Surf Berbere's materials by a guest will incur charges equivalent to the original value of the item.

Any payments to Surf Berbere S.A.R.L. by credit or debit card will incur a 4% surcharge due to the fees charged by banks to Surf Berbere S.A.R.L..

Management accept no responsibility for any disruptions to utilities supplied to the surf camp. This includes any damage to equipment caused by electricity surges or water running out at the surf camp.

Management would like guests to be aware that hot water shower systems are installed on all of our surf camp showers, if your shower is cold please inform management directly.

Yoga sessions are run at least twice a week during the season at various locations, please ask management for further details.

For further information on activities like quad biking, camel riding, yoga, where to eat in town and trips that can be organized in Agadir, Marrakech, Taroudant or Essouira please ask management.

### **CLAIMS, REFUNDS & COMPENSATIONS**

If you have a problem during your holiday, including any illness or injury, you must inform the Surf Berbere SARL team immediately and they will endeavour to put things right.

You must also complete a REFUND FORM A1 Form whilst staying with us if you wish to receive a refund - please ask at reception for this.

If your complaint is not resolved locally, you must follow this up within 28 days of your return home by writing to either James Bailey using [james@surfberbere.com](mailto:james@surfberbere.com).

If you fall ill while on holiday or suffer from an accident, you must also consult a local doctor and make arrangements to visit your GP on your return. In the event that we or one of our suppliers arrange for medical assistance on your behalf, you will authorise us to obtain a medical report from the doctor who attended to you.

Should you wish to make a claim against us as a result of an injury or illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors. You, any member of your party, or any person acting for you must not make false or exaggerated claims.

If you, any member of your party, or anyone acting for you makes a claim knowing any part of it to be false or exaggerated, details will be passed to the relevant authorities and we shall seek to recover any payments made to you in connection with the associated claim (together with costs incurred by us). All claims (together with all supporting evidence including (but not limited to) medical records, photos of your holiday, details of all meals and drinks and receipts from excursions) must be submitted promptly after your return to [james@surfberbere.com](mailto:james@surfberbere.com) quoting your name and booking reference in the subject matter.

If you fail to follow these simple procedures we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were staying with us and this may affect your rights under your contract with us and ultimately our facility to deal with the matter.

By accepting the Terms & Conditions, you understand that your holiday is run and managed by Surf Berbere S.A.R.L., a Moroccan legal entity and that any claim for compensation or refund request should be directed at Surf Berbere S.A.R.L. as the company responsible for executing your holiday.

If you have booked via a travel agent or booking agent, you absolve them of any liability should you wish to make a claim.

### **CHECKING OUT**

Please make sure that you tidy all of your affairs and place them outside your accommodation before 10am, so that our cleaning ladies can tidy and clean. If you would like to check out later than 10am, please request this at reception at least 24 hours in advance of your expected check out time. We reserve the right to maintain our normal 10am checkout time.

Please ensure that you collect your key deposit and any valuables that you may have left in the surf camp safe before leaving.

Please ensure that if you have a complaint or wish to receive a refund you have done this prior to leaving. We want all of our guests to leave happy.

### **SURF BERBERE DISCLAIMER FORM**

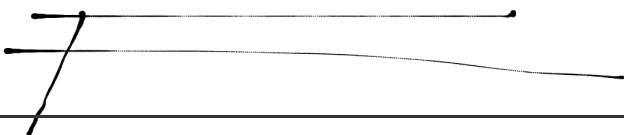
A separate disclaimer form will be sent.

I accept all of the terms and conditions as mentioned above and in the Terms and Conditions.

Please enter your *legal name* as it appears on your passport.

**Full Name** Franz Enzenhofer

**X**



Signature - 01/06/26

**Electronic Signature  
Consent**



By checking here, you acknowledge you have read and understand the above terms, and are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.