



DAR RASS EL MAA
Maison d'Hôtes

CONDITIONS OF BUSINESS

Version: EN 1.1. – 22.04.2009

1. DOMAIN OF APPLICATION

These Conditions of Business (the Conditions) govern all aspects of any agreement concluded between Omar Abu-Talib (owner of the accommodation *Dar Rass El Maa*, here DRM) and the Client. Any Pricelists, additional conditions and internal regulations issued by DRM, in writing or oral, likewise form a part of these Conditions. By concluding a Service Agreement with DRM, the Client expressly accepts these Conditions.

2. RESERVATIONS AND CONCLUSION OF SERVICE AGREEMENT

The Client warrants that all personal information provided to DRM through his request of availability is accurate. The Confirmation of Availability issued by DRM to the Client leads to no specific commitment.

A Service Agreement is concluded by the Client's express affirmation of the Confirmation of Availability received from DRM. In appliance of a Warranty Payment (article 7), DRM will engage in an agreement with the reception of such a Warranty Payment in full and cleared funds by DRM.

3. CANCELLATION AND MODIFICATIONS

Cancellations or modifications by the Client can be made at no charge until **21 calendar days** prior to the Clients' scheduled arrival at DRM. Cancellations made later by the Client lead to the loss of any Warranty Payment already provided by the Client.

4. QUALITY OF SERVICES

The ultimate aim of DRM is to make the Client's sojourn as pleasant and satisfying as possible. DRM sets high standards regarding the quality of its services, notably concerning hygiene, punctuality, affability and taking care of guests.

In case DRM should be unable to live up to its demands of quality as expected, the Client may request a *convenient* compensation of the service affected. In case of severe deficiency caused by DRM, the Client may withdraw at once from those parts of the Service Agreement not yet accomplished by DRM. Any other claims of indemnification remain excluded.

5. CLIENTS LIABILITIES

THE CLIENT WARRANTS DRM TO USE THE PREMISES AND OBJECTS ENTRUSTED TO THE CLIENT BY DRM WITH ALL DUE DILIGENCE NECESSARY AND THAT SUCH USAGE IS NOT IN CONTRADICTION WITH LOCAL CUSTOMS AND LAWS AS WELL AS TO APPLICABLE INTERNATIONAL CUSTOMS, LAWS AND AGREEMENTS. THE CLIENT REMAINS LIABLE TOWARDS DRM FOR ANY LOSS OR DAMAGE CAUSED BY THE USE OF SUCH PREMISES AND OBJECTS.

The Client remains solely responsible for his personal objects of value. The client undertakes sufficient measures to protect such objects, in particular against damage, loss and theft. If necessary, DRM may offer to store such items in a safe.

6. PRICE CONDITIONS AND PAYMENT METHODS

The price conditions applicable at the time of concluding a Service Agreement are binding. Prices are fixed in Moroccan Dirhams (MAD) and Euros (EUR) including any applicable taxes. DRM accepts the following payment methods in MAD and EUR: cash, check and bank transfer.

7. WARRANTY PAYMENTS BY THE CLIENT

DRM may ask the Client to make an advance payment or a security deposit for services agreed upon. The security deposit will be retained by DRM until any claims due by the Client have been received in full and clear funds by DRM.

8. THIRD-PARTY PROVIDERS, WAIVER OF LIABILITY

If the Service Agreement between DRM and the client contains services provided by third parties (i.e. parking, transportation, excursions, etc.), the conditions of such third parties apply likewise.

THE CLIENT HEREBY EXPRESSLY WARRANTS DRM A TOTAL WAIVER OF RESPONSIBILITY AND LIABILITY TOWARDS DRM REGARDING LOSS OR DAMAGE OF ANY NATURE CAUSED BY THE USE OF SERVICES PROVIDED BY THIRD PARTIES.

9. PERSONAL DATA

The transmission of personal data occurs unprotected. Sensitive data is transmitted with secure SSL. DRM will treat any data received confidentially. DRM will only disclose data to third parties needed in order to provide services agreed upon.

THE CLIENT HEREBY EXPRESSLY GRANTS DRM THE USE OF DATA IN ORDER TO SEND PROMOTIONAL MATERIAL IN DIRECT CONNECTION WITH DRM. If the Client does not wish to receive such promotional material, he may notify DRM thereof by telephone, email or postal mail.

10. GENERAL CONDITIONS

Amendments of the present conditions remain at the sole discretion of DRM and take immediate effect by publication. If any of these provisions prove to be void or unenforceable, the remaining provisions remain in full force and effect. In case of dispute, DRM and the Client endeavor to find an extra judicial mutual resolution thereof.

Moroccan law governs these Conditions.

The Court of Chefchaouen, Morocco has sole jurisdiction.

Omar Abu-Talib, April 22nd 2009

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