

**EXCLUSIVE USE RATES**  
**1<sup>st</sup> September 2011 – 31<sup>st</sup> March 2012**

Kasbah Tamadot is the ideal escape for groups as the entire property can be hired for private use. We have 28 rooms in total and exclusive use rates apply when taking 13 or more rooms. Please note that separate terms and conditions will apply.

**How much?**

**EUR 28,490 per night**

***Low Season***

21<sup>st</sup> November – 21<sup>st</sup> December 2011  
16<sup>th</sup> January – 31<sup>st</sup> March 2012

**EUR 30,975 per night**

***High Season***

1<sup>st</sup> September – 20<sup>th</sup> November 2011  
22<sup>nd</sup> December 2011 – 15<sup>th</sup> January 2012

**What's included?**

- Private use of Kasbah Tamadot and all facilities
- All food and beverage including beers, house wines and spirits (excludes champagne)
- Mini Bar contents
- Gala Dinner on 1 night
- All taxes

**Available for an additional charge:**

- Special events
- Beauty treatments in the Asounfou Spa
- All activities and excursions
- Gift shop purchases
- Road transfers to and from Kasbah Tamadot
- Photocopying, telephone & fax facilities, laundry facilities

**Arriving and departing:**

We ask that guests arrive no earlier than 15h00 and depart no later than 12h00. Please let us know as soon as possible if an early arrival or late departure is required and we will do our best to accommodate you.

**Terms and Conditions**

- The above rate(s) are quoted based on a maximum of 56 guests sharing 28 rooms and suites including 10 Berber Tents.
- Rates are subject to change at any time. Minimum stays may apply.
- Special rates will apply over the Christmas and New Year periods with separate terms and conditions and minimum stay requirements. Contact our Sales and Reservations Offices for more details.
- Please see below for a full list of terms and conditions for exclusive use groups

**To book please contact:**

**UK Head office**

Tel: 0800 716 919 (UK toll free)

Tel: +44 (0) 208 600 0430

Email: [enquiries@virginlimitededition.com](mailto:enquiries@virginlimitededition.com)

## TERMS AND CONDITIONS APPLYING TO EXCLUSIVE USE AND GROUP BOOKINGS

### 1: Definitions and 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 person who has paid the deposit as the Lead Booking Name and each person listed within the booking as a travelling companion. '**You**' shall mean the Client. '**Exclusive Use Bookings**' shall mean bookings using exclusive rates and '**Group Bookings**' shall mean bookings for between 5-12 rooms using individual rates to be utilised by one party of individuals. 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 the Company issues a booking confirmation invoice to the Client after receiving the required deposit either from or expressly on behalf of the Lead Booking Name as stated under paragraphs 3 and 6 headed 'Payment and Confirmation' below. The Lead Booking Name on paying the deposit warrants and confirms to the Company that he accepts these terms and conditions on behalf of himself and each of his travelling companions.

### 3: PAYMENT AND CONFIRMATION

Bookings will be confirmed upon receipt of a 30% non-refundable accommodation deposit. The final 70% non-refundable payment plus any additional sums equal to any payments due to external transport or transfer operators is due no later than 60 days prior to your proposed date of arrival at Kasbah Tamadot. If the Client makes a reservation less than 60 days prior to the proposed date of arrival, such bookings will only be confirmed upon receipt of a 100% non-refundable payment, plus any additional sums due to any external transport or transfer operators, all of which shall be paid as far as possible in advance of the proposed date of arrival. Please note, if a payment is not received on time or in the correct amount we reserve the right to release your reservation, regardless of any payment(s) already received. We will use best efforts to contact you prior to taking this course of action and will remind you when payments are due nearer the time. If paying in a different currency other than Euros, an exchange rate will be agreed at the time of paying the deposit and this rate will apply to future payments. This can be renegotiated by both parties in case of extreme currency fluctuations.

### 4: CANCELLATION BY THE CLIENT

All payments received are non-refundable so we strongly recommend that you purchase travel insurance which gives full cancellation cover. Please note that the Client is also liable for any payments outstanding on the date on which a cancellation is received from a Client and that all cancellations must be received clearly in writing. This can be done by letter, fax or email using the following contact details: Virgin Limited Edition, Voyager House, 162-164 Fulham Palace Road, London, W6 9ER; Fax: +44 (0) 208 600 0431; enquiries@virginlimitededition.com. We will then confirm the cancellation back to you in writing and provide you with a cancellation number. The date we receive your cancellation is your cancellation date.

### 5: CHANGES BY THE CLIENT TO DATE OR NATURE OF A BOOKING

We will endeavour to accommodate requests for amendments received from you up to 60 days prior to your proposed arrival date, however this is at the sole discretion of the Management of Virgin Limited Edition's London Head Office. In respect of a request for amendment received by us within 60 days prior to your proposed arrival date, we will also use best endeavours to accommodate your amendment, however we reserve the right to charge a fee of up to 25% of your total accommodation cost. As before, any such accommodation of your amendment is

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still at the sole discretion of the Management of Virgin Limited Edition's London Head Office, and is dependent on, amongst other things, the percentage of dates and rooms originally booked that have been subsequently re-sold. Should the Client choose to leave Kasbah Tamadot early for any reason other than in circumstances outlined in paragraph 11 below, no refund will be made to the Client nor will alternative dates be arranged.

## **6: CHANGES AND CANCELLATIONS BY THE COMPANY**

The Company reserves the right to alter or cancel the whole or part of the booking. 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, then 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 to the Client and require the Client to leave Kasbah Tamadot immediately if the Company reasonably considers that the Client'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 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. Further, the Client shall indemnify and hold harmless the Company (for itself and on behalf of its affiliates, agents and employees) against any such loss, damage or harm.

## **7: LIABILITY OF THE COMPANY**

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

**c)** For the avoidance of doubt the Company will not be liable for loss or injury suffered by the Client which was outside the control of the Company. We would suggest that you obtain suitable insurance to cover such loss or injury. 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.

## **8: 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 you are advised by your government that it is unsafe to travel, then we will use best efforts to assist you in

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postponing your stay with us. Please contact one of our reservations offices if you are concerned about travel due to war, terrorism or similar events.

## **9: 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.

## **10: 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 England or in the courts of any other country in which the Client is resident, domiciled or has a place of business.

## **11: DATA PROTECTION**

Your information is safe with us. Rest assured your details are held by Virgin Limited Edition in accordance with the Data Protection Act 1998 (UK). We will not share your personal information with third parties for marketing or any other purposes without your consent unless required by law. We operate an automatic opt in policy which means that when you request information from us on one of our properties or make an enquiry/reservation, you are added to our database and may be contacted by us with relevant promotions, offers or information that we feel may be of interest to you from time to time. With Virgin YOU are always in control of your personal information, so if at any time you wish us to stop contacting you then simply email us at: [enquiries@virginlimitededition.com](mailto:enquiries@virginlimitededition.com), write to Virgin Limited Edition, Voyager House, 162-164 Fulham Palace Rd, London, W6 9ER, or call us on freephone 0800 716 919 or + 44 (0) 208 600 0430 to let us know..