

TUI Magic Life GmbH
Terms and Conditions governing the Hotel Accommodation Contract
(dated 01.01.2008, updated: 02.05.2019)

1. Scope of validity / Terms and conditions for the guest

These Terms and Conditions are valid for hotel accommodation contracts made with the TUI Magic Life resorts, i.e. for the use of rooms as well as for all other services and performances provided by the Club for guests.

2. When contract comes into effect

- 2.1. A request for a reservation by a guest is always non-binding. A binding contract between the Club and the guest comes into effect only when the Club confirms this request and the guest signs this confirmation and returns it to the Club (return confirmation) or when the guest actually makes use of services of the Club.
- 2.2. If the guest does not accept the confirmation the Club is entitled to set a deadline by which the guest should send back the return confirmation. If the guest does not reply by the set deadline the Club is no longer bound by the confirmation it issued.

3. Services provided by the Club

- 3.1. The Club is obligated to make available the room booked by the guest in accordance with these Terms and Conditions and to perform the contractually agreed services due (hereinafter referred to as SERVICES).
- 3.2. The guest does not acquire a right to have any specific room made available to him. Rooms that have been booked are available to the guest from 15.00 hours on the day of the agreed arrival provided no other time has been agreed in writing in the contract. The guest has no right to have the room made available to him earlier.

4. Duties of the guest

- 4.1. The guest is obligated to pay the Club's price for using the room and for any other services that he has made use of. This also applies to any services provided that are initiated by the guest and any expenses the Club incurs for third parties.
- 4.2. The guest must obtain written approval in advance from the Club before subletting or further renting the room(s) made available to him.
- 4.3. On the agreed day of departure the room(s) must be vacated and made available to the Club at the latest by 11.00 midday. In the event of the room being vacated later the Club is entitled to charge 50% of the daily rate for additional use of the room between 11.00 midday and 18.00 hours, and 100% of the daily rate in the event of the room being vacated after 18.00 hours. The guest is at liberty to prove that the Club has suffered no or considerably less damage.

5. Conditions of payment

- 5.1. The agreed prices (hereinafter referred to as PRICE(S)) include the applicable VAT.
- 5.2. As soon as the contract comes into effect the Club is entitled to demand a deposit. The amount to be paid and the conditions of payment shall be agreed in writing in the contract.

6. Change of services

- 6.1. Changes to the agreed SERVICES or deviations of individual SERVICES from those agreed in the Hotel Accommodation Contract which become necessary after the contract has come into effect and which the Club has made in good faith are allowed only if the changes and deviations are not significant and the overall package of the SERVICES is not impaired.
- 6.2. The Club is obligated to inform the guest without delay about any changes to or deviations from the Club's SERVICES. If need be the Club will offer the guest an amendment free of charge or offer the guest to cancel his stay at no charge.

- 6.3. As soon as the Club makes known that it intends to change its SERVICES the guest must declare to the CLUB that he would like to make use of his rights indicated under Point 6.2.

7. Cancellation by the guest (cancellation, no-show)

- 7.1. The guest is entitled to withdraw from the Hotel Accommodation Contract at any time prior to the start of the SERVICES. Withdrawal from the contract by the guest is recognised by the Club only when this has been received by the Club. The guest is recommended to make his cancellation in writing.
- 7.2. If the guest withdraws from the Hotel Accommodation Contract the Club can demand compensation for any expenses it has had up to that point in time. When calculating the amount of compensation usually the expenses that will be saved as well as any usual alternative use of the SERVICES should be considered.
- 7.3. The Club can calculate these claims for compensation either specifically for each case or make a lump sum claim as a percentage of the total price of the SERVICES depending on the time of cancellation:
- Up to the 31st day before departure * 20% of the PRICE
 - from the 30th day before departure * 40% of the PRICE
 - from the 14th day before departure until the day of departure or in the event of non-arrival/no show 80% of the PRICE.
- (* = days before the start of the contractually due services)

- 7.4. The guest is at liberty to prove that the Club has suffered either no damage or less damage than the lump sum amounts indicated under Point 7.2 and 7.3.

- 7.5. The above points governing the compensation for the Club also apply in a like manner to the cancellation of individual SERVICES, as well as to cases in which a guest does not use the booked room or the booked services and does not inform the Club in advance.

8. Cancellation by the Club; extraordinary cancellation

- 8.1. If the deposit as indicated under Point 5.2. is not paid even after a reasonable period of time has elapsed and a warning has been issued to the effect that the reservation will be cancelled the Club is entitled to withdraw from the contract. The Club must inform the guest of its intention to exercise its right to cancel before it does so.
- 8.2. The Club is entitled to cancel the contract for an important reason for instance if

- the guest continuously disturbs the SERVICES, despite being categorically warned that his accommodation contract will be cancelled, so much so that the Club has a justified reason for assuming that the use of the Club services by the guest could endanger the smooth running of the Club business, or the security or the public image of the Club, after being sure that this is not attributable to the domain or organisation of the Club,
- the guest has booked a room or rooms based on misleading or incorrect information, for example the name of the guest or the purpose of stay,
- unauthorised subletting or further renting of the room as mentioned in Point 4.2. has been made.

In such cases the Club reserves the right to collect payment of the PRICE; the Club, however, must credit the amount of expenses saved as well as credit an amount equivalent to those advantages that the Club gains from any alternative use of the services.

9. Force majeure

- 9.1. If the SERVICES are made more difficult, are endangered or impaired as a result of unforeseen circumstances that were not evident at the time the contract was signed then the guest as well as the Club may cancel the contract or the corresponding SERVICES.

- 9.2. In the event of such a cancellation the Club reserves the right to collect payment of the PRICE, albeit reduced by an amount depending on the difference between the value of the service as it should have been at the time the contract was signed and the actual value.

10. Liability of the Club for guests' property

- 10.1. The Club is liable to the guest in accordance with the legal regulations for items of property that the guest brings with him. Valuables may be handed over to the Club for safekeeping in the hotel safe; this does not apply to items that are too large or have such a value or importance that the Club is not in a position to safeguard them or to dangerous items. The Club recommends guests to take advantage of this option.
- 10.2. Any liability claim becomes null and void if the guest does not notify the Club without delay after finding out about the loss, destruction or damage. This does not apply if the loss, destruction or damage of the item was caused by the Club or its vicarious agents or the item was being held in safekeeping by the hotel.

11. Other liabilities of the Club

- 11.1. Claims for damages made against the Club are independent of the legal reason, in particular in the case of default, violation of consulting or contractual secondary obligations, duties precedent to the contract, industrial property rights of third parties and unlawful acts, unless the Club, its representatives or vicarious agents acted with intent or gross negligence or the claims for damages are the result of the acceptance of a guarantee. The Club is liable to the same extent if an obligation that is significant for achieving the purpose of the contract is negligently violated slightly by one of the Club's legal representatives, senior employees or vicarious agents.
- 11.2. Insofar as the Club is liable on the merits of the case the claim for damages is limited to the foreseeable and typical contractual damages. This limit of the amount of damages does not apply if the claim was caused by the Club, its representatives or vicarious agents acting with intent or gross negligence.
- 11.3. Insofar as the Club in accordance with the above is liable within the scope of the contract, the amount of liability is limited to three times the amount of the PRICE.
- 11.4. All claims for damages made against the Club become statute-barred 12 months after they are made, unless they are the result of an unlawful or intentional act.
- 11.5. The above limitation of liability does not apply in the event of any claims resulting from the Product Liability Act, initial impracticality or negligent impossibility. The same applies if life, body or health suffers as a result of any action or failure to take action by the Club, its legal representatives or vicarious agents.
- 11.6. Insofar as liability of the Club is excluded, this also applies to any personal liability of employees, representatives and vicarious agents of the Club.

12. Final provisions

- 12.1. Any changes or supplements to the contract, the acceptance of the accommodation contract or these Terms and Conditions must be made in writing. This applies also to any changes to this stipulation.
- 12.2. Place of performance and place of payment, as well as the sole place of jurisdiction – also for any disputes regarding cheques and currency exchange laws – is the place where the Club has its headquarters.
- 12.3. Moroccan law applies.
- 12.4. Should any individual conditions of these Terms and Conditions be or become invalid this shall not effect the remaining conditions. Furthermore the applicable legal regulations apply. [RCH/VW 01.01.2008]