

General Terms and Conditions of the Disputes Committee for the Travel Industry for Package Travel Contracts

Article 1: Scope of application

These general terms and conditions apply to package travel contracts that are booked as of 1 July 2018 and are governed by the Law on the sale of package travel, linked travel arrangements and travel services of 21 November 2017.

Article 2: Information from the organiser and retailer before the conclusion of the package travel contract

§2.1

The organiser as well as the retailer shall provide to the traveller, before the latter is bound by a package travel contract, the legally prescribed standard information, as well as, in so far as this applies to the package:

1° the main characteristics of the travel services:

- a) the travel destination(s), itinerary and periods of stay, with the dates and the number of nights;
- b) the means, characteristics and categories of transport, the points, dates and times of departure and return, the duration and places of intermediate stops and transport connections; where the exact time is not yet determined, it is communicated approximately
- c) the location, main features and the category of the accommodation under the rules of the country of destination;
- d) the meal plan;
- e) the visits, excursions or other services included in the total price agreed for the package;
- f) if it is not otherwise clear, whether any of the travel services will be provided to the traveller as part of a group;
- g) the language in which other tourist services as applicable are carried out;
- h) whether the trip is generally suitable for persons with reduced mobility;

2° the total price for the package, and where applicable, indication of the type of additional costs that the traveller may still have to bear;

3° the payment terms;

4° the minimum number of persons required for the package to take place and the deadline for any cancellation of the contract if that number is not reached;

5° general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;

6° the mention that the traveller can cancel the contract in return for payment of a cancellation fee;

7° information about the cancellation and/or assistance insurance policies.

§2.2

The professional will ensure that the right standard information form is provided to the traveller.

§2.3

The pre-contractual information provided to the traveller forms an integral part of the package travel contract. It cannot be altered unless by mutual agreement of the parties.

Article 3: information by the traveller

§3.1

The person who concludes the package travel contract must provide to the organiser and the retailer all useful information about himself and his fellow travellers that may be important for concluding or performing the contract.

§3.2

If the traveller provides incorrect information which leads to extra costs for the organiser and/or retailer, these costs may be charged.

Article 4: the package travel contract

§4.1

At the conclusion of the package travel contract or within a reasonable period, the organiser – or, if a retailer is involved, the latter – shall provide to the traveller a confirmation of the contract on a durable medium, such as e.g. an e-mail, a paper document or a pdf.

The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

§4.2

The package travel contract or confirmation thereof contains the full content of the agreement, including all of the information as mentioned in article 2 and the following information:

- 1° the special requirements of the traveller which the organiser has accepted;
- 2° that the organiser is liable for the proper performance of the package, and has an assistance obligation;
- 3° the name and the contact details of the entity in charge of the insolvency protection;
- 4° the name, address, telephone number, e-mail address of the local representative of the organiser or of another service for the case that the traveller is in difficulty or wishes to complain about the possible lack of conformity;
- 5° the traveller's obligation to communicate the lack of conformity during the trip;
- 6° information on the basis of which direct contact can be made with an unaccompanied minor or with the person who is responsible for him at his place of residence ;
- 7° information about the internal complaint handling procedure;
- 8° information about the Disputes Committee for the Travel Industry and the platform of the E.U. for online dispute resolution;
- 9° information on the right of the traveller to transfer his contract.

§4.3

In good time before the start of the package, the organiser shall provide to the traveller:

- 1° the necessary receipts
- 2° the vouchers and tickets
- 3° information on the scheduled times of departure and, where applicable, on the deadline for check-in, the scheduled times for intermediate stops, travel connections and arrival.

Article 5: The price

§5.1

After the conclusion of the package travel contract, the prices may be increased only if the contract expressly reserves that possibility. In that event, it is indicated in the package travel contract how the price revision is calculated.

Price increases are only allowed as a direct consequence of changes in:

1° the price of the carriage of passengers resulting from the increased cost of fuel or other power sources, or

2° the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or

3° the exchange rates relevant to the package.

If a price increase is provided for, the traveller is entitled to a price reduction in the event of a decrease of the above-listed costs.

§5.2

If the increase exceeds 8% of the total price, the traveller may cancel the contract without paying any cancellation fee.

§5.3

A price increase shall be possible only if the organiser notifies the traveller thereof at the latest twenty days before the start of the package on a durable medium, such as e.g. an e-mail, a paper document or a pdf, with a justification for that increase and a calculation.

§5.4

In the event of a price decrease, the organiser shall have the right to deduct administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those expenses.

Article 6: Payment of the cost of the trip

§6.1

Unless otherwise agreed, at the conclusion of the package travel contract the traveller pays as an advance a part of the total cost of the trip such as established in the special conditions.

§6.2

Unless otherwise agreed in the package travel contract, the traveller pays the balance of the price at the latest 1 month before the departure date.

§6.3

If the traveller, after he was first formally notified of being in default, fails to pay the advance or the cost of the trip which is demanded of him, the organiser and/or retailer shall be entitled to terminate the contract with the traveller ipso jure, with the costs to be borne by the traveller.

Article 7: Transferability of the package travel contract

§7.1

The traveller can transfer the package travel contract to a person who meets all of the conditions that apply for this contract on condition that he:

- 1° informs the organiser and possibly the retailer as quickly as possible and at the latest 7 days before the start of the package via a durable medium, such as e.g. an e-mail, a paper document or a pdf, and
- 2° bears any additional costs that derive from the transfer.

§7.2

The party that transfers the package and the party that takes over the contract are jointly and severally liable for the payment of the amount still owed and for any additional fees deriving from the transfer. The organiser notifies the party that transfers the contract of the costs of the transfer.

Article 8: Other changes by the traveller

If the traveller asks for some other change, the organiser and/or the retailer who can fulfil it may charge all costs that are caused as a result.

Article 9: Change by the organiser before the departure

§9.1

The organiser cannot unilaterally alter the provisions of the package travel contract, with the exception of price changes prior to the start of the package, unless:

- 1° the organiser reserved this right in the contract, and
- 2° it involves an insignificant change, and
- 3° the organiser notifies the traveller thereof via a durable medium, such as e.g. an e-mail, a paper document or a pdf.

§9.2

If, before the start of the trip, the organiser is constrained to significantly alter one of the main characteristics of the travel services or cannot fulfil the confirmed special requirements of the traveller, or proposes to increase the price of the package by more than 8%, the organiser must inform the traveller thereof and make him aware:

- 1° of the proposed changes and their impact on the price of the package;
- 2° of the possibility of cancelling the contract without costs, unless he accepts the proposed changes;
- 3° of the period within which he must inform the organiser of his decision;
- 4° of the fact that if he does not expressly accept the proposed change within the indicated period, the contract is automatically terminated and
- 5° where appropriate, of the proposed substitute package and its price.

§9.3

If the changes to the package travel contract or the substitute package have as a consequence that the quality or the costs of the package decrease, the traveller is entitled to an appropriate price reduction.

§9.4

If the package travel contract is cancelled on the basis of article 9.2 and the traveller does not accept a substitute package, the organiser shall pay back to the traveller all amounts paid at the latest fourteen days after the contract is cancelled.

Article 10: Cancellation by the organiser before departure

§10.1

The organiser can cancel the package travel contract:

1° if the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the cancellation of the contract within the period fixed in the contract, but not later than:

- a) twenty days before the start of the package in the case of trips lasting more than six days;
- b) seven days before the start of the package in the case of trips lasting between two and six days;
- c) 48 hours before the start of the package in the case of trips lasting less than two days, or

2° if the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the cancellation of the contract without undue delay before the start of the package.

§10.2

In these cases, the organiser shall refund to the traveller all amounts that he received for the package, without owing any additional compensation for damages.

Article 11: Cancellation by the traveller

§11.1

The traveller may cancel the package travel contract at any time before the start of the package. In the event of cancellation, the traveller may be obliged to pay a cancellation fee to the organiser.

In the package travel contract standardised cancellation fees can be set on the basis of the time of the cancellation before the start of the package and the expected cost savings and income from alternative deployment of the travel services.

If no standardised cancellation fees are set, the amount of the cancellation fee corresponds to the price of the package minus the cost savings and income from alternative deployment of the travel services.

§11.2

However, if unavoidable and extraordinary circumstances arise at the place of destination that have significant consequences for the performance of the package or which significantly affect the passenger transport of the travellers to the place of destination, the traveller shall have the right to cancel the package travel contract without paying any cancellation fee. In the event of cancellation of the package travel contract under this article, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation for damages.

§11.3

The organiser shall refund, at the latest within fourteen days, all amounts that were paid by or on behalf of the traveller, minus the cancellation fee.

Article 12: Lack of conformity during the trip

§12.1

The traveller shall notify the organiser without delay of any lack of conformity that he identifies during the performance of a travel service included in the package travel contract.

§12.2

If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy this lack of conformity, unless that:

1° is impossible, or

2° entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

3° If the organiser does not remedy the lack of conformity, the traveller is entitled to a price reduction or compensation for damages in accordance with article 15.

§12.3

If the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the latter may do so himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity, or if an immediate solution is required.

§12.4

Where a significant proportion of the travel services cannot be provided, the organiser shall offer, at no extra cost to the traveller, alternative arrangements of, where possible, equivalent or higher quality. Where the other proposed arrangements result in a package of lower quality, the organiser shall grant to the traveller an appropriate price reduction. The traveller may reject the other proposed arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

§12.5

Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the latter may cancel the package travel contract without paying a cancellation fee and, where appropriate, request a price reduction and/or compensation for damages. If the package includes the transport of passengers, the organiser shall also provide repatriation of the traveller.

If it is impossible to make other arrangements or the traveller rejects the proposed arrangements, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages even without cancelling the package travel contract.

§12.6

As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, for a period not exceeding three nights per traveller.

§12.7

The limitation of costs referred to in 12.6 shall not apply to persons with reduced mobility, to any person accompanying them, to pregnant women and unaccompanied minors, as well as persons in need of specific

medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package.

§12.8

The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

§12.9

The traveller may address messages, requests or complaints relating to the performance of the package directly to the retailer through whom it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay.

Article 13: Liability of the traveller

The traveller is liable for the damage that the organiser and/or retailer, their employees and/or representatives suffer through his fault, or if he has not fulfilled his contractual obligations.

Article 14: Liability of the organiser and the professional

§14.1

The organiser is liable for the performance of the travel services that are included in the package travel contract, regardless of whether these services are performed by the organiser or by other travel service providers.

§14.2

Where the organiser is established outside the European Economic Area, the retailer established in a Member State shall be subject to the obligations laid down for organisers, unless the retailer provides evidence that the organiser fulfils the conditions prescribed by the Act of 21 November 2017.

Article 15: Price reduction and compensation for damages

§15.1

The traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity of the services provided, unless the organiser proves that the lack of conformity is attributable to the traveller.

§15.2

The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

§15.3

The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is attributable to:

- 1° the traveller;
- 2° a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable, or
- 3° unavoidable and extraordinary circumstances.

Article 16: Assistance obligation

§16.1

The organiser shall without delay give appropriate assistance to the traveller in difficulty, in particular by:

- 1° providing useful information on health services, local authorities and consular assistance;
- 2° assisting the traveller to make distance communications and helping the traveller to find other travel arrangements.

§16.2

The organiser shall be able to charge a fee for this assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs borne by the organiser.

Article 17: Complaint procedure

§17.1

If the traveller has a complaint prior to departure, he must communicate this as quickly as possible, with substantiating evidence, to the organiser or the retailer.

§17.2

Complaints during the execution of the package travel contract must be communicated by the traveller to the organiser or retailer as soon as possible on site, in an appropriate manner and with substantiating evidence, so that a solution can be sought.

§17.3

If a complaint was not satisfactorily resolved on site or it was not possible for the traveller to formulate a complaint on site, then he must, after the end of the travel contract, without undue delay submit a complaint to the organiser or the retailer accompanied by substantiating evidence.

Article 18: Conciliation proceeding

§18.1

In the event of a dispute, the parties must first try to arrive at an amicable settlement between them.

§18.2

If this attempt at amicable settlement fails, then any of the parties involved can ask the vzw Geschillencommissie Reizen [non-profit association Disputes Committee for the Travel Industry] to initiate a conciliation proceeding. All of the parties must consent to this.

§18.3

For this the secretariat will provide to the parties a set of conciliation rules and a "conciliation contract".

§18.4

In accordance with the procedure described in the rules, an impartial conciliator will then contact the parties in order to seek an equitable conciliation between the parties.

§18.5

Any agreement reached will be set down in a binding written contract.

Article 19: Arbitration or court

§19.1

If no conciliation proceeding is initiated (or if it fails), the claimant can if desired start an arbitration proceeding before the Disputes Committee for the Travel Industry or commence a proceeding before the court.

§19.2

The traveller can never be obliged to accept the jurisdiction of the Disputes Committee for the Travel Industry, neither as claimant nor as respondent.

§19.3

The organiser or retailer who is the respondent can only refuse the arbitration if the amount claimed by the claimant is more than 1,250 euros. For this he has a period of 10 calendar days after receipt of the registered letter or e-mail with proof of receipt in which it is indicated that a file with a claim as of 1,251 euros was opened at the Disputes Committee for the Travel Industry.

§19.4

This arbitration proceeding is governed by arbitration rules, and can only be initiated after the submission of a complaint to the company itself and as soon as it is established that the dispute could not be amicably resolved or as soon as 4 months have passed after the (anticipated) end of the trip (or possibly as of the action that gave rise to the dispute). Disputes relating to physical injuries can only be settled by the courts.

§19.5

The arbitration board with equal representation pronounces its decision, in accordance with the arbitration rules, in a binding and definitive manner on the travel dispute. No appeal against this decision is possible.

Secretariat of the Disputes Committee for the Travel Industry:

Telephone: 02 277 62 15 or 02 277 61 80 (9 a.m. to 12 noon) ; fax: 02 277 91 00

City Atrium, Vooruitgangstraat 50, 1210 Brussels

E-mail: reisgeschillen@clv-gr.be

SPECIAL CONDITIONS OF THE ORGANIZER

Article 1: Registrations

1. By signing the confirmation and/or paying the advance, the traveler grants Jowi Reizen, in the capacity of tour operator, the express authority to represent him in all relations with the service providers.
2. The traveler is obliged to take note of the contents of the confirmation and the general and special terms and conditions of the tour operator. Please note that after signing the accompanying confirmation and/or paying the deposit, you agree to its entire content, including the spelling of all first and last names as stated on the travelers' official identity documents and stated as such by the traveler and/or the undersigned. All costs due to an incorrect statement of names are always borne by the traveler. We recommend that you check the entire content, including all first and last names, itinerary, final destination, arrival and departure times and dates. Jowi Reizen will not accept any liability in the event that any problem may arise in this regard.

Article 2: Prices

1. The agreed price in the package travel agreement is - unless there is an obvious material error - fixed and all mandatory services are included, except for those that, in accordance with local regulations, can only be paid on site by the traveler in cash.
2. The price is indicated per person.
3. The services included in the price are stated for each trip.
4. Never included are: cancellation and assistance insurance, tips, travel pass costs and any vaccinations, visa costs, drinks and personal expenses. Also never included are excursions and activities that are not expressly indicated as included. Meals and overnight stays due to connection times on flights on the way to/from the destination are never included (unless stated otherwise).
5. Prices given verbally or by telephone are always subject to change. Only written price confirmations are valid.
6. Obvious material errors in the price do not bind us and we may correct them.
7. Unless otherwise agreed, an advance of €1,000 will be charged upon concluding the agreement, plus the premium (full amount) of the insurance (if applicable). Unless stated otherwise, the deposit must be paid immediately upon reservation.
8. The balance is due no later than February 1, 2025 (unless otherwise stated).

Article 3: Payments

1. If more people register than there is room available, the date of payment of the advance payment will be the criterion.
2. Travelers who register after February 1, 2025 must pay the full amount immediately.
3. Jowi Reizen reserves the right to cancel your participation in Morocco Desert Challenge 2025 if they have not received an advance payment or if the remaining balance has not been paid before February 1, 2025. If, after a final reminder, the travel sums due remain unpaid after three working days Jowi Reizen has the right to terminate the package travel agreement. The cancellation fees stated below remain applicable.
4. In the event of non-payment of all or part of the price, the provisions of Book XIX of the Code of Economic Law apply, and Jowi Reizen will send the customer a free reminder to pay the amount due within 14 calendar days. If the customer does not pay within that period, the outstanding amount will be increased by annual interest calculated at the reference interest rate increased by eight percentage points referred to in Article 5, second paragraph, of the law of 2 August 2002 on combating late payment in commercial transactions calculated from the calendar day following the day on which the free reminder was sent to the customer, as well as with a fixed compensation of:
 - a. 20 euros if the balance due is less than or equal to 150 euros;
 - b. 30 euros plus 10% of the amount due on the bracket between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
 - c. 65 euros plus 5% of the amount due on the bracket above 500 euros with a maximum of 2000 euros if the balance due is higher than 500 euros

Article 4: Formalities

1. The traveler confirms that he has taken note of the information regarding the formalities to be completed that is communicated to him by Jowi Reizen.
2. The traveler must be in possession of valid travel documents to enter the country of destination. A valid international travel pass is required for Morocco. Belgian travelers can obtain information via the FPS Foreign Affairs, section 'traveling abroad'. Travelers with a nationality other than Belgian should inform

themselves at their embassy or other authorities in order to know the valid formalities. Jowi Reizen is not liable in the event of negligence or non-conformity in this area.

3. Travel pass costs are never included. The traveler must be responsible for arranging his travel passport himself.
4. The person who enters into the agreement undertakes to inform Jowi Reizen of his nationality and of all travelers on whose behalf he acts and to inform them of any relevant information in this regard.
5. Travelers under the age of 18 will only be accepted if they are accompanied by an adult responsible for them and on presentation of the necessary and relevant documents.
6. Participants in the Morocco Desert Challenge are asked to provide a medical certificate of max. 1 year old that they are suitable to participate in the planned trip. This certificate must be signed by a sports doctor or GP.

Article 5: Luggage

1. The tour operator is not liable for loss, theft or damage to luggage and/or materials including vehicles. However, the possible liability of the carrier or hotel remains intact. Jowi Reizen cannot be held responsible for any loss or damage to luggage. We strongly recommend that you take out luggage insurance.
2. In the event of loss or damage to luggage during air transport, the traveler must have a property irregularity report drawn up at the airport's lost luggage department. Without this document it is impossible to obtain compensation. For transport by coach, a certificate must be requested from the accompanying host(ess). Ask immediately about the steps to be taken to handle your claim file.
3. The advice regarding maximum permitted weight of luggage must be strictly followed. Any additional costs for excess weight will be borne by the traveler.

Article 6: Timetable

1. Jowi Reizen provides important information about itinerary and program as well as useful practical information via the website (www.moroccodesertchallenge.com). The traveler undertakes to read the contents before booking.
2. The stated timetable/timetables are indicative. In all circumstances, the traveler must take into account that these can be changed both before and during the trip.
3. Changes in the timetables of carriers (e.g. charter flight, ferry) can affect the travel time. The traveler is not entitled to a full or partial refund of the travel sum if the times of departure and arrival deviate from the original time as a result of changes.
4. Participants must join the group at the agreed time and place. Any costs due to failure to join the trip (on time) will be borne by the traveler. Services not received as a result of late joining the group are not refundable.
5. The traveler who deviates from the programmed itinerary during the trip on his own initiative or evades guidance and is therefore not present at the agreed times is liable for all additional costs this entails and is not entitled to a refund for services not received.
6. If significant changes occur in the operation, facilities and services of the products offered, these will be communicated to the traveler immediately after notification.

Article 7: Cancellation and changes by the traveler

Cancellation fees

Cancellations and changes with regard to a package tour put together by Jowi Reizen give rise to the costs below.

1. In the event of cancellation, the traveler must inform Jowi Reizen as soon as possible by registered letter.
2. The cancellation costs are variable according to the time of cancellation. The correct date of cancellation is determined by the date of written receipt by Jowi Reizen.
3. In the event of cancellation, the cancellation costs below must in any case be paid by the traveler to Jowi Reizen, even if the cancellation is due to chance or force majeure.
4. When applying the percentages below, an additional administrative cost of €50 per person will be charged.
5. All amounts must be increased by the insurance premium of Allianz (if ordered via Jowi Reizen).
6. Insurance premium is never refundable.
7. If the traveler wishes to move his participation/trip to a subsequent edition, this is only possible if no underlying medical problem is the cause of the request for transfer of the current trip. The traveler can then, in consultation with Jowireizen, postpone his participation for a maximum of 1 year, provided that an additional administrative cost of €1000 per person is paid (the advance payment already paid). The transfer to the next edition is possible up to 6 weeks before departure.

In the event of cancellation by the traveler, the following costs will be charged:

1. in case of cancellation up to 12 weeks before departure: 30% of the travel sum.
2. in case of cancellation from 12 weeks before departure: 50% of the travel sum.
3. in case of cancellation from 10 weeks before departure: 75% of the travel sum.
4. in case of cancellation from 8 weeks before departure + no show: 100% of the travel sum.

Special cancellation condition regarding ferry and plane tickets

Once flight tickets have been issued (3 weeks before departure), refunds are no longer possible and cancellation costs amount to 100% of the price of the tickets in question, regardless of the time of cancellation. In that case, the above percentages no longer apply to these tickets. The cancellation costs mentioned above may then be increased by any additional costs charged by the various suppliers involved, including carriers and/or prepaid local permits.

Change fees

All costs for changes to the file after the order form has been drawn up will be borne by the traveler.

1. The traveler can pass on his participation to another candidate, but not in payment of his advance.
2. An airline ticket that has already been issued can never be changed. For tickets that have already been issued, 100% cancellation costs apply, always at the expense of the traveler. This also applies to any accommodation that is reserved at non-refundable rates and this is communicated when booking.
3. If a name change is possible for airline tickets, the costs associated with this are always borne by the traveler(s).
4. If transport or transfers other than those included are booked via Jowi Reizen, the carrier's cancellation conditions/change costs apply.

Article 8: Liability

Jowi Reizen is liable for the proper performance of all travel services included in the package in its capacity as organizer. This liability does not apply in the capacity of a reseller.

However, liability is limited to the total price of the package.

Jowi Reizen is never liable for the proper performance of travel services that are not expressly mentioned in the package travel agreement and that the traveler has booked on site (such as rental cars or additional activities).

During the execution of the trip, Jowi Reizen is not liable for unforeseen events resulting from force majeure, such as unforeseen changes in regulations, delays or cancellation of flights, accidents, strikes, epidemics, weather conditions, war and other examples of which the list is not exhaustive. The additional transport and accommodation costs resulting from this are borne by the traveler.

Nor will Jowi Reizen nor the tour guide be liable for any arrest by the police or other authorities due to the traveler's failure to comply with the regulations. All consequences are borne by the traveler.

Taking into account the nature of the trip, the correctness of the services provided by third parties abroad must be assessed based on local customs and customs.

Jowi Reizen cannot in any way be held liable for moral or material damage or injury suffered by the traveler during the activities, both on and off the trails, as a result of incorrect interpretations of the route descriptions made available. In all cases, the decision of the traveler himself is legally valid, and not the advice or instructions of any other legal entity. The traveler is aware of and agrees to the fact that local circumstances can change every day, without the organization being able to reasonably do anything about it.

Article 9: Health

1. Jowi Reizen has no medical qualifications. The traveler must therefore contact his GP and obtain the necessary information about the health formalities at the chosen destination. For accurate detailed information, we refer you to the Tropical Institute in Antwerp. The data obtained through these agencies cannot under any circumstances lead to liability on the part of Jowi Reizen.
2. The traveler declares at the time of registration that there are no health risks to report. The traveler provides the organization with a medical certificate, and for motorcyclists including a cardio test of max. 1 year old, stating that he/she is physically and mentally able to participate in the trip. Specific points of interest such as diabetes, asthma, heart problems, etc. must be reported to Jowi Reizen upon registration.
3. The traveler declares that he is medically, physically and psychologically able to undertake the chosen trip. He also declares that he/she is not receiving medical and/or paramedical treatment, nor is he taking any medicines that would in any way make the execution and/or participation in the trip more difficult for him/her and/or fellow travelers, and undertakes to report any change in that condition to Jowi Reizen before departure.
4. All damage, including to third parties, resulting from incorrect information in this regard will be fully borne by the traveler.
5. Jowi Reizen reserves the right to refuse a traveler for a group trip if, for objective and non-discriminatory reasons, it appears that he or she is unable to participate in the trip (independently and without an additional supervisor) and to enable a safe journey for himself and fellow travelers.

Article 10: Nature of the trip

1. The traveler expressly confirms that he is aware of the nature of the trip, with any associated lack of comfort and with possible program changes as a result of local circumstances in the country visited.
2. Given the nature of certain trips, the traveler must be aware of certain risks and possible lack of/or sometimes limited level of medical assistance, infrastructure and means of communication. The traveler can in no way invoke the liability of Jowi Reizen or the local operators.
3. The nature of the trips and the political and local circumstances (including terrain and weather conditions) in Morocco may cause the travel route to be changed on site. Safety takes priority on the itinerary.

4. Jowi Reizen advises the traveler to consult the travel advice of the FPS Foreign Affairs with regard to the chosen destination. By offering trips to certain destinations, Jowi Reizen does not guarantee that travel to that destination is advisable or without risk. Under no circumstances can Jowi Reizen be held liable for damage resulting from the situation on site.
5. The traveler's expectations regarding comfort, infrastructure and service in hotels or other accommodation can never be generalized or extended from Belgium to other countries and must be assessed according to local standards.
6. The possible stated degree of difficulty/heaviness of the trip is a subjective concept. The difficulty level indicated for each trip is purely indicative and not binding.
7. The traveler is responsible for his vehicle(s) during the entire trip. In the event of theft, the traveler must always report it to the local authorities.
8. For safety reasons, we undertake to comply with all safety measures at all times (see also the competition regulations).

Article 11: Course of the program

1. The services of the Jowi Reizen tour guide start/end upon arrival/departure in the country of destination unless otherwise stated
2. The traveler must follow the guidelines of the tour guide with regard to safety, the journey and group activities. If the guidelines are violated, a participant may be excluded from (further) participation without being entitled to compensation
3. If it appears during the trip that someone does not or no longer has the required attitude and/or fitness to continue the trip, the tour guide may decide to send the traveler back to the hotel or to the place of departure. Any costs resulting from this will be borne by the traveler.
4. A traveler who causes inconvenience and inconvenience in such a way that the proper execution of the trip is made difficult can be excluded from further participation by the tour guide. Any resulting costs will be borne by the traveler. The traveler is not entitled to a refund of the entire or partial travel sum. (this may possibly be reimbursed by a good cancellation or assistance insurance)
5. Local circumstances and the character of the destinations may mean that adjustments must be made to the program before or during the trip. If a change is required during the trip due to factors independent of the will of Jowi Reizen, an alternative will be sought. If possible, the alternative will be discussed with the group, but the tour leader will make the decision. Jowi Reizen strives for alternatives that preserve the character of the trip as much as possible.

Article 12: Complaints procedure

1. The traveler must immediately inform Jowi Reizen, in an evidentiary manner, of any non-conformity that he experiences during the execution of the package tour. Every complaint in this context will be assessed by Jowi Reizen based on the concrete circumstances and the nature of the booked package.
2. Reporting obligation of the traveler: if you are dissatisfied, you must immediately report this to the local partner/hotelier/reception so that they can find a solution for you. If the solution proposed on site does not satisfy you, we request that you contact a representative of Jowi Reizen as soon as possible in order to achieve a satisfactory solution. All costs associated with the consequences of non-compliance with this reporting obligation will be borne by the traveler.
3. The consideration for services not received will only be refunded upon submission of a written certificate from the service provider concerned and which clearly states which services the traveler has not received.
4. The participant must first and foremost address the supervisor in the event of non-compliance. Only the HASSELT court has jurisdiction for any disputes that cannot be resolved through the Travel Disputes Committee.

Article 13: guarantee

Jowi Reizen is a recognized and insured travel organizer

Article 14: insurance

1. No cancellation and/or travel assistance insurance is included in the basic price of the trip. In case of cancellation, cancellation costs can increase significantly. It is therefore strongly recommended to take out cancellation insurance. If you do not have cancellation insurance and you decide to cancel for any reason, please note that a refund is not possible. Full travel assistance insurance is also recommended.
2. Travelers who have not taken out travel assistance insurance are responsible for the costs incurred as a result. Under no circumstances will Jowi Reizen intervene or advance any amounts.
3. In the event of damage, reports must be submitted directly to the company in accordance with the policy conditions. In the event of cancellation, you must inform Jowi Reizen as soon as possible.

Article 15: acceptance

By registering for a trip listed on the Morocco Desert Challenge website or tailor-made, the traveler agrees to the general and special terms and conditions and confirms that he has received them prior to drawing up the travel agreement.

Registered office

Jowi Travel
Prins Albertlaan 29
3800 St Truiden
BE0895841619

In accordance with the Act of 21 November 2017 on the sale of package holidays, linked travel arrangements and travel services (Package Travel Act) and the Royal Decree of 29 May 2018, Jowi Reizen is operated by MS Amlin Insurance SE – Insolvency claims, Bijhuis België, Koning Albert II laan 37, 1030 Brussels, www.amlin.com (NBB no. 2943, VAT BE 0644.921.425) tel. +32(0)2.8947000, e-mail: insolvency.claims.be@msamlin.com - insured to in case of insolvency, to further fulfill its obligations towards the traveler. This guarantee is supervised by Flemish Solidarity Travel Funds, a department of the Association of Flemish Travel Organizers.

ABBREVIATED PRIVACY STATEMENT

Your personal data is processed by Jowi Reizen Bv for customer management based on the contractual relationship as a result of your order/purchase of your trip and/or related services and for direct marketing (to offer you new holiday products or services) based on legitimate interest to undertake business.

If you do not want us to process your data for direct marketing purposes, it is sufficient to communicate this to kristl@jowireizen.be.

Via this address you can always ask what data Jowi Reizen processes about you and, if necessary, have it corrected or deleted. You may be asked to prove your identity. If you have any questions about the way in which Jowi Reizen processes your data, you can contact kristl@jowireizen.be.

If you do not agree with the way in which Jowi Reizen processes your data, you can contact the Data Protection Authority (www.privacycommission.be - Drukpersstraat 35, 1000 Brussels).

The data processing policy can be found at www.jowireizen.be

STANDARD FORM FOR PACKAGE TRAVEL AGREEMENT

The combination of travel services offered to you is a package tour within the meaning of Directive (EU) 2015/2302, transposed by the law of 21 November 2017 on the sale of package tours, linked travel arrangements and travel services. You can therefore benefit from all EU rights applicable to package holidays.

Jowi Reizen Bvba is fully responsible for the proper execution of the entire package tour.

Jowi Reizen also has the legally required protection to reimburse you and, if transport is included in the package tour, to repatriate you in the event that it becomes insolvent. Basic rights under Directive (EU) 2015/2302 –

Before concluding the package travel agreement, the traveler will receive all essential information about the package tour.

- Liability for the proper performance of all travel services included in the agreement always rests with at least one professional.
- The traveler is provided with an emergency telephone number or contact point details through which he can contact the organizer or travel agent.
- The traveler can transfer the package tour to another person, subject to a reasonable period of time and possibly against payment of additional costs.
- The price of the package tour can only be increased if specific costs increase (for example fuel prices), if this is expressly included in the agreement, and in any case not later than twenty days before the start of the package tour. If the price increase is higher than 8% of the price of the package trip, the traveler can cancel the agreement. If the organizer reserves the right to a price increase, the traveler is entitled to a price reduction if the relevant costs decrease.
- In the event that any of the essential elements of the package holiday, with the exception of the price, are significantly changed, the traveler may cancel the contract without paying a cancellation fee and will receive a full refund. If the professional responsible for the package tour cancels the package tour before the start of the package tour, the traveler is entitled to a refund.
- In addition, the traveler can cancel the agreement at any time before the start of the package trip upon payment of an appropriate and justified cancellation fee. If, after the start of the package tour, significant elements of the package tour cannot be delivered as agreed, a suitable alternative arrangement must be offered to the traveler, without additional costs. If the services are not performed in accordance with the agreement and this has significant consequences for the execution of the package tour and the organizer has not resolved this problem, the traveler can cancel the package travel agreement without paying a cancellation fee.
- The organizer is obliged to provide assistance to travelers who are in difficulty.
- If the organizer or retailer becomes insolvent, the amounts paid will be refunded. If the insolvency of the organizer or, if applicable, the retailer occurs after the start of the package tour and the transport is included in the trip or holiday, repatriation of the traveler will be arranged. Jowi Reizen has secured insolvency protection from MS Amlin Insurance SE – Insolvency claims, Bijhuis België, Koning Albert II laan 37, 1030 Brussels, www.amlin.com (NBB no. 2943, VAT BE 0644.921.425) tel. + 32(0)2.8947000, e-mail: insolvency.claims.be@msamlin.com which is responsible for protection in the event of insolvency. If services are not provided due to the insolvency of Jowi Reizen Bvba, travelers can contact this entity or, as appropriate, the competent authority. The law of 21 November 2017 on the sale of package holidays, linked travel arrangements and travel services