



## Terms and Conditions

These are the Terms and Conditions that apply to all offering made by 4x4 Discovery Travel, a company registered in The Netherlands, Chamber of Commerce number: 33274695.

Our tours are fun and exciting events to participate in. Our terms and conditions help you have the right expectations about what we can and cannot do and to let you know what your and our rights and obligations are. They apply to all the tours offered and organised by 4x4 Discovery Travel, whether they've been published on our website or not.

### 1. What we mean when we say..

- *You*

Whenever we use the word *you* in these terms and conditions, we mean the person who has booked a tour with 4x4 Discovery Travel. This person may be acting on behalf of one or more other people.

- *4x4 Discovery Travel*

4x4 Discovery Travel is the organisation offering the tours which you can book through its website [www.4x4discoverytravel.com](http://www.4x4discoverytravel.com).

- *We*

The word *we* is used for readability. *We* refers to 4x4 Discovery Travel.

- *Tour*

A tour is any trip or journey we organise that you can book to participate in. These may be the ones published on our website, derivatives thereof adapted to your needs or completely bespoke tours specifically designed for you.

### 2. Price

The prices we mention are in Euros (EUR). Whenever we mention a price in another currency, this is only an indication, as exchange rates vary from day to day. If you don't pay in euros, the exchange rate applies with the currency you pay in at the moment of booking.

### 3. Bookings, deposit and balance of payment

All tours must be booked online, using our booking form or with the booking form we can e-mail you on request. We will confirm your booking when we have received your booking form. Your reservation is final and your place secured when we have received your deposit.

A deposit of 15% of the total sum is required for all our tours. The amount of the deposit and the payment term is specified on the booking form. Failing to pay the deposit within the payment term, means you may lose your place.

#### STO Garant Guarantee Scheme

In order to meet its statutory obligation to provide a guarantee, 4x4 Discovery Travel makes use of the guarantee scheme provided by STO Garant. You can check that this is the case by visiting STO Garant's website and verifying that the organisation is listed as a participant ([www.sto-garant.nl/en/members](http://www.sto-garant.nl/en/members)). You can find all information relating to STO Garant at [www.sto-garant.nl/en](http://www.sto-garant.nl/en).

Whether STO Garant's guarantee applies to a particular (travel) offer made by 4x4 Discovery Travel is clearly stated for that offer. The Guarantee Scheme specifies what the guarantee covers and which conditions apply. You can find the Guarantee Scheme on STO Garant's website ([www.sto-garant.nl/en/downloads](http://www.sto-garant.nl/en/downloads)).



If STO Garant's guarantee applies to your booking, you do not pay the booking sum to 4x4 Discovery Travel but instead into the escrow account belonging to Stichting Deringelden Certo Escrow, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the trip booked has come to an end. If services are not supplied (in full and/or on time) due to the financial insolvency of 4x4 Discovery Travel, STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

#### Confirmation and agreement

Once you have booked and paid the required deposit, we have an agreement: you commit to taking part in the tour; we commit to making it happen provided the minimum number of participants, as indicated in the trip description, has been reached. We deal with exceptions to this in clauses 7, 8 and 9, which are about cancellation.

The remaining balance for journeys on which you drive your own car, is due no later than the payment term on the invoice.

If you book less than 30 days in advance, you must pay the entire sum within five days of your booking.

The remaining balance for journeys on which you drive a hired car, is due no later than 60 days before the start of the event you booked for.

If you book a journey with a hired car less than 60 days before its start, you must pay the entire sum within five days of your booking.

#### 4. Paying Certo Escrow

You will receive an email from STO Garant ([info@sto-garant.nl](mailto:info@sto-garant.nl)) containing information about how you can pay for your booking. You will receive a confirmation email from STO Garant for each payment received. You can find all information relating to STO Garant at [www.sto-garant.nl/en](http://www.sto-garant.nl/en)

#### 5. Dates

For all our tours we mention a start and end date on our website. The start date is the first full day of travel. The end date is the final day of the tour before you go home (or elsewhere). It's when our responsibility ends.

What this means in practice, is explained in each description of our tours on our website under the heading **Practical information**.

#### 6. "Fully booked"

If an event is marked as *Fully Booked* on our website, you can always drop us an email asking to be added to a waiting list in case we get a cancellation. In the event of a cancellation, we will go through the names on our waiting list in the order they were added, giving you the opportunity to book the newly available place. By adding yourself to our waiting list you are under no obligation to take up the place if/when offered.

#### 7. Cancellation by you of a self-drive tour in your own car

If you wish to cancel a booking for a self-drive tour in your own car, and you do so no later than 61 days before its start, we will move the booking to a later tour of your choice, subject to availability. We will charge you 2,5% of the total sum of your booking as administrative cost.

Any price difference between the tour you originally booked and the new one of your choice, must be settled between you and 4x4 Discovery Travel within five working days.



This credit must be used within 12 months after the date you cancelled.

If you do not want to be rescheduled to another tour and thus cancel your booking, the following applies:

- 61 days or more before the tour you booked starts: we repay the deposit minus 5% of the total sum of your booking.
- 60 - 31 days before the start: we retain 30% of the total booking sum.
- 30 days or less: we retain 100% of the total booking sum.

We only accept cancellations by email to [info@4x4discoverytravel.com](mailto:info@4x4discoverytravel.com) or by letter.

Please address letters, with sufficient postage, to:

4x4 Discovery Travel  
Korte Raam 8  
2801 WE Gouda  
The Netherlands

#### 8. Cancellation by you of a self-drive tour in a hired car

If you wish to cancel a booking for a self-drive tour in a hired car, different conditions than the ones in the previous article apply. If you cancel:

- 61 days or more before the start of the tour, we will retain the deposit.
- 60 days or less before the start: you will not be eligible for any refunds.

#### 9. Cancellation by us

If an event has to be cancelled by us, we will fully refund your payments.

We may cancel a tour in the following circumstances:

- In case of prolonged and/or foreseeable extreme weather, for instance resulting in flooding in the area the tour leads through or excessive damage to significant parts of our route.
- In case of negative travel advice by the UK or Dutch Foreign Offices.
- Other cases of *force majeure* in which it would be unreasonable to undertake the tour.
- The minimum number of participants is not reached. We apply a minimum of four participating cars. In some cases there may be an exception to this rule, however, we never start a tour with less than two participating cars.

We will always try to give as much notice as possible if we have to cancel a tour. 4x4 Discovery Travel cannot be held liable for any other costs you may incur or may have incurred related to the tour, such as for travel or accommodation.

#### 10. Changes to tours

We have taken good care to ensure that all descriptions, information and prices are accurate. If changes occur after you have booked a tour, we will advise you at once. If the modification is significant, such as a change in the nature of the tour, and you cannot reasonably be expected to accept it, you may cancel and will receive a full refund if you do not wish to accept the revised tour.

A significant change is *not* a modification to the route we follow.

#### 11. Your car

You are responsible for your car at all times. This means that you must ensure it is road legal, technically in good working order and able to drive the kinds of tracks we use on our tours. We will provide you with a vehicle check list. If in doubt, consult us.



All our tours are suitable for 4x4 cars with a low range gearbox. No modifications are necessary. Should you wish to take part in a 4x4 car that has not got a low range gearbox, you must let us know and we will advise you. We may ask you to sign a declaration that you knowingly engage on a tour that may be stretching the capabilities of the vehicle.

#### 12. Insurance and documents

Your car must be properly insured for the countries we visit. UK customers whose insurance doesn't cover Morocco, can get Third Party insurance for Morocco at the ferry terminal in Tanger Med.

You are responsible for taking travel insurance. If you do, it should be a comprehensive policy and cover all risks for the countries we visit, including full European Recovery and Breakdown insurance.

It is your responsibility to obtain all documents required for your tour. We cannot be liable if you fail to do so and you will be responsible for meeting any further costs incurred as a result of such failure.

You are not eligible for a refund of any payments made if you have to cancel because of incorrect passport, insurance and/or vehicle documentation.

#### 13. Other responsibilities

We assume that you are fully familiar with the workings and operation of your car and have a good understanding of its capabilities and limitations. We also assume that you are able to use the capabilities of your car. In plain language: you know how to drive a 4x4 car off-road. If you have doubts, contact us.

You are fully responsible for your own actions, safety, vehicle and personal belongings whilst on the tour and for the actions of your passengers. 4x4 Discovery Travel cannot be held liable to any damages, such as scratches to the paintwork or any other damage, caused to your car during a tour.

It is always your decision to drive the route or parts of it. If you feel uncertain about specific stretches, we will make every effort to provide you with an alternative (usually in the form of a detour over paved roads). However, we cannot always guarantee that these are available.

#### 14. Breakdowns and recovery

4x4 Discovery Travel carry a comprehensive set of tools in their lead vehicle. In case of a breakdown of any of the cars in the group, the convoy will stop and we will try to fix the problem. However, we are not a repair shop, so you may have to find your way to a garage or, in the worst case, your vehicle will have to be repatriated to your home country. If it comes to that, we will assist you where we can, for instance by towing you to a garage, but it is ultimately your responsibility to make further arrangements.

We ask that you are patient if we need to stop for a while to assist with a breakdown.

We may ask you to aid in recovery operations of other vehicles in the group should the need arise.

This may be by giving a tow or by attaching a safety rope to your car. The group will stay together if one or more cars get stuck until everyone is moving again.

#### 15. The routes

The routes we take have been thoroughly checked by 4x4 Discovery Travel as being suitable and are based on public rights of way. We particularly choose routes with outstanding scenery. They are a mix of paved and unpaved roads. The unpaved roads on the whole are of medium difficulty, which means that with some care they are driveable. There may be stretches that require extra care. We will guide you through those.

#### 16. Disclaimer form



All drivers will be required to complete a disclaimer/indemnity form before the tour starts and inform their passengers of their responsibilities.

#### 17. Privacy

When accepting bookings, we obviously collect certain information from you. This includes your personal details, contact information and vehicle details. We never share this information with any third parties, unless this is an essential part of the preparation for a tour, for example when making a ferry booking.

We do, however, send out our own email newsletter to keep you informed of news, tours, training and adventures. If at any point you would like to be removed from our email mailing list, please just let us know.

Have a great journey!