

Riad Al Idrisi – Terms & Conditions

In these Terms and Conditions 'the Owner' means Mr S A Meigh whose office is at AH111, 22 Highbury Grove, London, N5 2EA, United Kingdom. 'Visitor' means the person to whom the confirmation invoice (the "Confirmation Invoice") is addressed.

1 Agreement

1.1 These Terms and Conditions are available on request and are published on the Owner's website. The making of a booking will form an agreement on these Terms and Conditions (the 'Agreement') between the Visitor and the Owner for the holiday rentals of the properties known as Riad Al Idrisi (the 'Accommodation').

1.2 The Owner permits the Visitor to occupy the Accommodation for the period shown in the Confirmation Invoice ("Holiday Period") together with the use of the furniture, fixtures and effects.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. References to 'Party' in these Terms and Conditions will include the Visitor's family, servants, agents or guests. The Visitor is advised to make his or her party aware of these Terms and Conditions.

1.4 The Confirmation Invoice will show the name and contact details of the Visitor, period of the booking, the specific property to be occupied, the members of the Visitor's Party, the dates that payment falls due, the method of making payment and the holiday price at the time of booking. The holiday price is subject to change in the event that the price is increased during a pricing review (usually annually). In the event of an increase in the holiday price the Visitor will be informed in writing and will have four weeks from the date of notice in which to terminate the Agreement. A full refund will be granted in the event of termination within four weeks from the date of notice following an increase in price. In the event that no such termination is received, the Agreement will continue, with the final payment being increased accordingly.

2 Booking Confirmation

A booking for a holiday will become firm when full payment, has been received by the Owner in response to a Confirmation Invoice issued by the Owner. Reminders or receipts will not be sent unless requested. If the full balance is not paid on time and before the date specified on the Confirmation Invoice, the Owner reserves the right to cancel the holiday booking.

3 VAT

The holiday price includes Value Added Tax ("VAT") if applicable. If rates of VAT change from that included in the holiday price, the Owner reserves the right to amend prices accordingly.

4 Payment

Holiday booking can only be accepted in Pounds Sterling and payments must be made by cheque or draft drawn on a UK bank or by transfer to the Owner's bank account if those bank details are shown on the Confirmation Invoice. Payment will be accepted by PayPal if specified on the Confirmation Invoice and subject to a 2.5% surcharge being paid by the Visitor.

Bookings for breakfasts, dinners and airport transfers must be made in cash in Moroccan Dirham to Riad Al Idrisi staff in Marrakech on production of an invoice by said staff.

5 Cancellation

The reservation may be cancelled at any time by the Visitor giving the Owner notice. This notice may be given by telephone but must be subsequently confirmed in writing or by email and shall be regarded as taking effect on the date that written notice is received by the Owner. A £100 cancellation charge will be payable for each week booked where notice is given more than two months before the holiday begins. Any amount received by the Owner in excess of £100 per week will be refunded in this case. On receipt of notice within two months of commencement a cancellation charge equal to 90% of the price of the holiday shall apply. In the case of any booking where the holiday commences within two months of the booking date a cancellation charge equal to 90% of the price of the holiday shall apply so that 10% of the amount received by the Owner shall be refunded to the Visitor.

6 Owner Right to Refuse/Alter

6.1 The Owner reserves the right to refuse any booking.

6.2 The Owner reserves the right to cancel or alter arrangements made for the Visitor whether before or during the relevant visit (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Owner or (b) where in the reasonable opinion of the Owner it is necessary to perform or complete essential remedial or refurbishment works. If a booking has to be cancelled by the Owner, he will take reasonable steps to offer an alternative booking. If the Owner is not able to offer such an alternative or the Visitor does not accept the alternative offered, the Owner will return to the Visitor the relevant proportion of the money paid by the Visitor to the Owner in respect of the Accommodation and will not otherwise be liable for any loss caused by cancellation or alteration.

7 Change of Booking

There will be a fee of £35.00 (thirty-five pounds) for any transferred booking, and bookings may not be transferred within one month of the Visitor's holiday, or from one calendar year to another. A transferred booking is a change in the Visitor, or from one date to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

8 Visitor Accommodation Limitation

Occupation must be limited to the number of persons for the Accommodation as specified or named on the Confirmation Invoice. No person not named or specified on the Confirmation Invoice is entitled to entry to the Accommodation or to the grounds or gardens of Riad Al Idrisi.



9 Joint Bookings

The Booking should be made in one name only and that person (the Visitor) shall not, without the written consent of the Owner, assign the booking.

10 Services

Unless otherwise stated in writing, the holiday price will include all charges for water, sewage, electricity, and gas.

11 Loss of Visitor Property

11.1 Except as indicated below, the Owner cannot be held responsible for loss or damage to any belongings or for injury sustained by the Visitor or members of his or her party during their stay at the Accommodation. The Owner excludes liability for loss or damage to any belongings or for death or injury sustained to the Visitor or members of his or her party during the stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or wilful default of the Owner or where such exclusion or limitation of liability is prohibited by law.

11.2 The Visitor shall be liable for and indemnify the Owner against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by the Owner arising from the Visitor's breach of the terms of the Agreement or the use or occupation of the Accommodation which arise from any breach by the Visitor of his or her obligations under the Agreement or from any negligence or wilful default of the Visitor and/or the Visitor's party. Expenses recoverable shall include, but not be limited to, court, legal and experts' fees incurred in advising on and initiating action to enforce the terms of the Agreement and in defending actions and claims initiated without regard to the terms of the Agreement. The right to recover such expenses shall be on an indemnity basis, subject to account being taken of any costs otherwise awarded by any Order of Court.

12 Pets

Guide dogs are allowed to accompany their owners to Riad Al Idrisi. All other pets are not allowed.

13 Owner Right of Entry

The Owner and/or his agents reserve the right to enter the Accommodation at any reasonable time on reasonable cause; this includes any annual external re-decoration for which access to the inside of the Accommodation will be required, and external windows and doors may be opened during this process.

14 Visitor Obligations

14.1 The Visitor undertakes to keep the Accommodation and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted) and shall pay to the Owner the cost of repair, or where repair is not possible, the value of any part of the Accommodation, furniture, fixtures, fittings and effects so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.

14.2 The Visitor must allow the Owner and/or its agents to enter the Accommodation to inspect the state of it, on prior appointment or in an emergency when immediate access must be granted.

14.3 The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner or to any neighbours.

14.4 The Visitor and his or her Party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will normally be found in the welcome pack in the Accommodation.

14.5 The Visitor and his or her Party must not do anything or permit anything to be done that would or may result in the insurance of the Accommodation becoming void or voidable or the premium on it being increased.

15 Property Cleanliness

The Visitor and members of his or her Party are asked to leave the Accommodation clean and tidy. The Owner reserves the right to make a charge for extra cleaning if the Accommodation is not left in a satisfactory condition.

16 Occupation

16.1 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's Party during the Holiday Period, and not for any other purpose or longer period. For this purpose a holiday shall be regarded as a determinate period of pre-planned absence by the Visitor from his normal place or places of residence.

16.2 The maximum occupancy of the Accommodation (8) shall not be exceeded. The Visitor must not hold any function or celebration in the Accommodation involving any persons not named or specified in the Confirmation Invoice.

17 Drought

The Owner cannot accept responsibility for drought and the consequent shortage of water at the Accommodation.

18 Weather

If the Accommodation becomes inaccessible due to bad weather, the Owner will take reasonable steps to inform the Visitor and to offer a refund.

19 Advance Bookings

All bookings should be made well in advance. It is advisable to book early to avoid disappointment, particularly over school holiday periods.

20 Comments/Complaints



Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately make this known to the Owner. Reasonable steps will then be taken to assist the Visitor. The Owner will not normally make any refunds in respect of complaints made after the Visitor's departure from the Accommodation if the Visitor did not make the complaint or the problem known to the Owner during the holiday. The Owner wishes the Visitor to comment on his or her stay and a visitor's book is available in the Accommodation for this purpose.

21 Riad Closure

On rare occasions, the overall management of the Owner's estates or properties may mean that the Accommodation has to be temporarily withdrawn from holiday use. There will normally be substantial notice of this. However if these circumstances lead the Owner to cancel, modify or alter an advance booking then clause 7 will apply.

22 Arrival and Departure Times

22.2 Adherence to the Arrival and Departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days. Arrival time is after 1500 hours (Moroccan time) on the first day of the holiday and Departure time is before 1100 hours (Moroccan time) on the last day of the holiday. No access can be given prior to 1500 hours due to the time needed to clean the Accommodation between bookings.

22.2 The Visitor will be issued with a set of keys to the Accommodation on the first day of the Holiday Period and the Visitor must return them on the last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement lock and set of keys.

23 Owner Occupation

The Owner reserves the right to occupy the private residence situated on the rooftop terrace at any time and to offer the usage of this private residence to any other parties of his choice. The Owner will normally advise the Visitor in advance if he or any guests of his will be in residence during the Visitor's stay.

24 Right to Evict

The Owner reserves the right to evict the Visitor and his or her Party (without) compensation being payable to the Visitor or any member of his or her Party) if this is deemed necessary by the Owner; for example, should complaints be made of anti social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed or the Accommodation is being otherwise misused or there is a material breach by the Visitor of the Agreement.

25 Data Protection

The Owner stores personal data relating to Visitors. The Owner will comply with the provisions of the Data Protection Act 1998. The data will only be used for the purposes of the Owner's business and will not be shared or transmitted to any third party.

26 Non-Waiver

The non-exercise by the Owner of any of its rights under the Agreement in any particular incidence of breach or default by the Visitor shall not constitute a waiver by the Owner of such right in that or any subsequent incidence.

27 Notices

Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter, facsimile transmission or email to the address appearing in the Confirmation Invoice or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Visitor under the Agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service.

28 Severance

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provisions and the remainder of the provision in question shall not be affected.

29 Rights of Third Parties

Except for the Owner, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

30 Headings

The headings in this document are included only for convenience and do not affect the meaning of the clauses to which they relate.

31 No Tenancy

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Visitor and the Owner. The Visitor shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

32 Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the Courts in England and Wales.