



### **TERMS AND CONDITIONS OF BUSINESS**

1. Although every effort is made by Moroccan Sands to verify information given in their brochures and promotional material it must be clearly understood that such information does not form part of any contract or offer. Any intending purchaser or tenant of a property or a business must satisfy themselves as to the correctness of any information either printed or verbally issued by Moroccan Sands, its agents, associates or employees.
2. Moroccan Sands make every effort to keep up to date the information stated in its brochures and other promotional material, but it cannot guarantee that particular properties and businesses will still be available for sale when prospective purchases travel abroad to view. Vendors may increase or decrease the price of properties/businesses and no guarantee is given that the price shown in the Moroccan Sands brochure will remain accurate.
3. Moroccan Sands does not accept any liability to interested purchasers or tenants resulting from their inability to view properties and businesses in which they may be interested due to the fact that the properties or businesses may no longer be available for sale, or to let, or due to revision of purchase prices, or due to unforeseen circumstances.
4. With regards to businesses overseas. All rental and profit estimates given in the Moroccan Sands brochures are "estimates" from the vendors. It remains the responsibility of the purchaser to verify the accuracy of these figures. Moroccan Sands makes no guarantees with regard to the profits which can be earned from such businesses nor with regard to the date on which such businesses may commence to earn profits and it cannot be responsible for any delays or failure of a business to produce expected profits.
5. Moroccan Sands operates as an introducing agent to assist interested persons in finding and purchasing properties and businesses in Morocco. Moroccan Sands is not liable for any loss which they may incur for any reason whatsoever resulting from their interest in purchasing, attempted purchase or actual purchase of a property or a business abroad.
6. Land, property and room sizes given in the Moroccan Sands brochures are subject to survey. It remains the responsibility of the purchasers to satisfy themselves as to the correctness of such information.

**MOROCCAN SANDS – TERMS & CONDITIONS contd...**

7. All contracts for transport by rail, sea, air or on land, for accommodation, board and lodging, for legal and estate agency services or for any other associated services shall be deemed to be contracts between the person/s traveling and the service provider. Moroccan Sands shall not be liable for any claims, loss, liabilities or judgments arising out of such contracts. In the case of air travel, Moroccan Sands will not be liable for any additional charges levied by the operator, such as check-in baggage charges or excess weight charges.
8. Moroccan Sands makes every endeavor to recommend only reliable and reputable providers of transport, accommodation, legal, estate agency and other services and shall not be held responsible or liable for any loss or damage resulting from such recommendations.
9. Moroccan Sands shall not be held responsible or liable for the actions of other persons or companies or firms operation abroad with which it may be associated or have connections.
10. Both the buyer and the vendor expressly exclude Moroccan Sands or its employees and agents from any liability of whatever nature arising from breach of this agreement.
11. Any disputes regarding contracts entered into abroad shall be resolved according to Spanish law in the courts of Andalucia.
12. Please note that the value of property can rise or fall and past performance is not a guarantee of future returns. No guarantees can be given that a property can be resold at a profit within a specific timeframe.
13. Moroccan Sands pledges to make all refunds on viewing trips or deposits, where applicable, within 30 days of notification. Where refunds on reservation deposits are requested by a client Moroccan Sands may reclaim any costs incurred by the company in pursuance of the sale equal to 500 euro or 100% of the total cost whichever is the greater and the outstanding balance returned to the client.
14. Insurance when visiting abroad is advisable to arrange suitable comprehensive insurance cover. Moroccan Sands accept no liability whatsoever for losses, damages, compensation or personal injury resulting from a viewing trip overseas.

Framed on 12.04.2007