



MdS Terms and Conditions 2021

Information Disclaimer

We make every effort ensure that the information contained on our website and in any promotional material is accurate and up to date. Any urgent/critical information will be sent to you, using the contact details you provide, so it is essential that we are advised of any changes. However, regrettably, errors and omissions can occur. We reserve the right to make amendments and/or give notice of any significant changes at the earliest possible opportunity.

Please note that in order for your place to be accepted on the Marathon des Sables, you must read and agree to the following terms and conditions.

RunUltra Ltd act as agents on behalf of ATLANTIDE ORGANISATION INTERNATIONALE (AOI) in respect of the event, the Marathon Des Sables. We take no responsibility for the event itself, its organisation or operation. AOI act as a principal in this matter and your contract is with them.

REGISTRATION PROCEDURE AND PAYMENT DETAILS

The Marathon des Sables (MdS) is run annually in March/April and is a multistage race of variable length – usually 230-260 km. The race organisers reserve the right to alter the length and format of the race at their discretion and at any time.

We are limited to the number of places available to persons residing in the following countries:

UK

Ireland

Team Entry

Competitors have the choice of entering as either individuals or as teams, a team being three or more members. AOl require team members to pay an additional registration fee (usually £50 per entrant) and in return a team ranking is recorded during the race so long as the team continues to have a minimum of three members.

Booking procedure – we will advise you in advance of registrations opening. All registrations will be via an online form, and the £500 deposit will be required in order to confirm your entry. Registrations will be accepted on a first come, first served basis.

Entry costs – Payment terms

Payments may be made by debit card only for the deposit, and by debit card or bank transfer for the instalments.

We are not in a position to accurately predict entry costs beyond one year in advance as these are subject to organiser fees, travel and accommodation costs

and arrangements, exchange rates and taxes. We will endeavour to confirm final costings within 8 months prior to the race date.

However, we do undertake to release you from your commitment to your payment and place (if that is your wish) and have a complete refund of all monies paid, if the costs of the event increase cumulatively, more than 10% per year between your year of registration and year of competition.

Payments for the event are typically split into an initial registration fee of £500, plus two further payments in the 8 months leading up to the event – normally in the September and December of the year prior to the event, although these dates will be confirmed to you after registration. For 2020, entry costs were £4475 for individual entrants and £4525 for team entrants, so we would expect 2021 costs not to exceed £4500/£4550 for team entrants.

If you wish, payment can be split into monthly amounts, to be paid by standing order – please contact us for more details, once you have secured your entry.

What is included in the fee

- Return travel UK
- Morocco (closest commercial airport to point of departure)
- Transfers (arrival point / race start / hotel / departure point)
- Most meals before and after the event
- Hotel accommodation after the event
- Race entry fee
- During the race: water (rationed), medical team, ground assistance, minimal insurance, basic email facilities
- Individual rankings, team rankings for registered teams
- Medal & t-shirt for those that complete the course + finishers certificate and downloadable film of the event

What is not included

- Food during the race
- Event insurance (We require all competitors to take out insurance covering cancellation -comprehensive insurance to cover loss of personal items is also recommended)
- we will require proof of cover with your 2nd instalment payment)
- Any equipment (except minimal survival kit)
- Cooking fuel, if required. (Typically purchased from the organisers 2-4 months before the race, as fuel may NOT be taken on the plane)
- Training costs
- Doctor's fees (e.g. for E.C.G and blood tests – this includes vaccinations or tests required as part of your travel requirements)
- Cash for extra MdS souvenirs or drinks at the hotel, and Sunday lunch

RunUltra Ltd reserves the right to charge fuel/airport tax surcharges, if necessary.

Entry Requirements

- Acceptance of these terms and conditions of booking
- Acceptance of the rules that apply to the race
- Deadlines for payments and all payment instalments must be met as itemised
- Deadlines for completion of registration forms must be kept (An online form to be completed after registration, followed by a copy of your passport and a passport-style photo, via email)
- Your contact details must be kept up-to-date
- A sealed letter addressed to the Medical Director for anyone undergoing long term treatment for a chronic disease.
- An ECG and medical certificate signed by a doctor to be presented on the day prior to the race start.

Waitlist

We operate a waitlist to fill additional places that may be made available to us by the organisers A.O.I or by cancellations. We maintain one list for every entry year, the size of which varies for each year based upon our experience of cancellation numbers between registration and the event itself. Waitlist numbers are currently between 100-120 entrants, however the size of this may vary according to the size of the main list. To be included on the waiting list you are required to make a deposit payment of £500. This deposit will be refunded (less an administrative fee of £50 to cover our costs) if you ask to be removed from the waiting list. If we are able to offer you a confirmed place which you accept, this deposit becomes part of the first payment and is no longer refundable. Any other payments due by the time you accept the confirmed place are also to be made immediately. Over the past few years all waiting list places have been converted to confirmed entries in good time.

Since the waiting list depends on cancellations, it is not possible to predict with any accuracy the time at which we can offer you a confirmed place (if at all). We are not permitted to fill any cancelled places after the beginning of October preceding the race, so at this point anyone remaining on the waiting list will have their deposits refunded

CODE OF CONDUCT

Any behaviour which affects the safety or enjoyment of fellow competitors will not be tolerated – this applies prior to the event on Facebook or other social media discussion group, and during flights transfers, the race, and at the hotel after the event.

PASSPORT/VISA

It is your responsibility to ensure that you have a valid passport (valid for minimum 3 months after departure date) together with any visas that may be required for entry into Morocco.

DISABILITIES AND SPECIAL REQUESTS

Where possible we will do all we can to accommodate disabilities and assist with special requests, but you will understand that due to nature of this event, this will not always be possible. If you have a disability, race entry will be at the discretion of the Medical Director.

CANCELLATION

It is a condition of entry that you arrange for insurance to cover your entry fee in the event of you not being able to enter the race.

Cancellation by Customer

You can cancel your place at any time by letting us know, in writing, to our registered address by recorded delivery (in addition to any email confirmation). Cancellation fees will apply as follows:

For confirmed places:

Prior to 1st September, if you have paid a deposit of £500 – and wish to change your mind and cancel within 7 days of registration, we will refund your deposit less a £75 administration fee, after 7 days of registration, the deposit payment is non-refundable under any circumstances.

After 01 September (or 2nd instalment due date, if earlier) prior to the race, all payments received will be forfeited (deposit and 2nd Instalment).

After 15 December (or final instalment due date, if earlier) prior to the race: all payments made will be forfeited.

Transfer of booking – all registrations are strictly non-transferable and non-refundable.

Pre-departure changes and race cancellation

Any changes to travel arrangements will be advised at the earliest possible time, using the contact details you have provided.

In the event of cancellation of the race by the organisers, RunULtra Ltd will not be held responsible for any payments made to them on behalf of the customer.

All other paid funds, including flight, transfers, accommodation and administration will not be refunded.

Important Note – Events Beyond Our Control

We are unable to offer compensation or refunds for cancellation, or curtailment due to events beyond our control. These include but are not limited to: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, any failure to secure relevant flying rights, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

BREXIT

On 29 March 2017, the United Kingdom submitted notification of its intention to withdraw from the European Union pursuant to Article 50 of the Treaty on European Union (“Brexit”). There is great uncertainty about how this will affect the UK’s future relationship with the EU. In particular, Brexit may have a substantial adverse impact on our or our suppliers’ ability to perform your booking (“Brexit Event”). For instance, it may be that the airline operating the flight element of your booking will not be able to operate the flight because of the loss or restriction of air traffic or transit rights or the right of the airline to enter any airspace.

For customers who have yet to depart, our obligations to you under your booking are conditional upon there not being a Brexit Event. If, in our reasonable opinion, a Brexit Event has occurred, we will inform you as soon as possible in writing, upon which we will both be relieved of any further obligations in relation to the booking. If this happens, we will return to you any payments you have made in respect of your booking, which shall be the full extent of our obligations to you. We will not compensate you for a Brexit Event.

INSURANCE – PLEASE READ

It is a condition of entry that you take out insurance covering race entry cancellation, in advance of the second payment instalment. You will be required at point of payment to provide the name of your insurer and your policy number.

It is important that you have insurance cover and that is adequate and suitable for your particular needs. In addition to cancellation charges, if you require medical/any other form of assistance whilst in Morocco, the cover provided by the event organisers is limited. If you are not covered, you may incur significant costs. Please read your policy details carefully and take them with you to Morocco. Repatriation, personal cover, personal items and missed connections should all be covered. We also strongly recommend that your policy includes cover for the items listed above under “events beyond our control”

ASSISTANCE WHILST IN MOROCCO

During the race, all requests for assistance must be directed to AOI staff. After the race, RunUltra staff will be available at the hotel.

CONDITIONS OF CARRIAGE

All transportation by air is subject to the contractual terms and conditions of carriage of the company providing the transport, some of which may limit or exclude liability. Carriers’ terms and conditions are subject to International Conventions, namely the Warsaw, Athens, Geneva and Paris Conventions – copies of which are available on request. RunUltra Ltd does not enter into an

agreement for carriage by air, but only undertakes to reserve on your behalf accommodation on board an aircraft operated by an airline selected by RunUltra Ltd.

COMPLAINTS

Any complaints about the race itself should be made formally to the event staff, initially via the Bivouac Team during the race. After that, you will have until 30 April to submit your complaint in writing directly to the race organisers (AOI). Other complaints should be made to the UK MdS team.

OUR LIABILITY

As agents for the Marathon des Sables, RunUltra's responsibility is restricted to the organisation and administration outside of the race itself.

RunUltra Ltd reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately and all registered competitors will be advised of the changes via the email address they have supplied.

ATOL Protection

Financial protection Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an

alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

All the flights and flight-inclusive holidays (the Marathon des Sables package) on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to:

www.atol.org.uk/ATOLCertificate

COVID-19

FCDO advice

Please note that the Foreign, Commonwealth & Development Office (FCDO) currently advises against all but essential travel to a number of overseas destinations, including popular holiday destinations in which we operate. However, many of these destinations remain open and welcoming to UK tourists and flights to and from these destinations continue to operate. Whilst holiday destinations remain open to UK tourists, flights continue to operate and holiday services can be performed, we will continue to offer holidays to our customers who wish to travel.

If you book a holiday with us during the Covid-19 pandemic, you confirm that you have checked, understand and accept the FCDO travel advice relating to your chosen destination, including where there may be a requirement on you to quarantine upon your return to the UK (or in destination), and understand and accept that there is a heightened risk of travelling during the Covid-19 pandemic, beyond that associated with travel during ordinary times. You are also required to purchase a specialist travel insurance which includes certain cover for Covid-19.

You are required to read and accept this Acknowledgment of Risk (http://marathondessables.co.uk/wp-content/uploads/2020/12/Acknowledgment-of-Risk-Customers_2021.docx) which hereby forms part of your contract with us.

Travel advice

For up-to-date travel advice from the UK government, visit www.gov.uk/foreign-travel-advice and <https://travelaware.campaign.gov.uk>. We recommend that you consult these websites before booking in order to make an informed decision about your chosen destination, and again before departure.

Insurance

You must purchase specialist travel insurance policy available which includes specific cover for Covid-19 related issues and incidents which may affect your travel arrangements [and travelling to a destination subject to a FCDO advisory against travel], You can choose to purchase the travel insurance offered by us on our website or a comparable alternative. It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. Please read your policy details carefully and take them with you on holiday. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

Cancellation – the following clauses are in addition to our standard cancellation terms and charges:

Where you are choosing to travel to a destination subject to the FCDO advisory against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advisory, you will have to pay our standard cancellation charges as shown under CANCELLATION in these booking conditions – you are not entitled to cancel and receive a full refund in these circumstances, as it is assumed and you confirm that you have made your booking with full knowledge of the FCDO advisory against non-essential travel.

Where your chosen destination is exempt from the FCDO advisory against non-essential travel at the time of booking but is subsequently removed from the FCDO exemption list and at that point becomes subject to the FCDO advisory against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay our standard cancellation charges as shown under CANCELLATION in these booking conditions, as you made your booking with full knowledge of the risks of travelling during the Covid-19 pandemic.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- If you, or anyone in your booking party, test positive for Covid-19, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us immediately as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

1. Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by suppliers);
2. If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to compliance with the requirements within our booking conditions;
3. Cancelling your booking, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance – please check your policy wording.

If this happens whilst you are on your holiday, please notify us immediately and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. Your travel insurance may cover some of these costs for you – please check the policy wording.

- You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise unable to proceed with your holiday, or any part of the holiday, or you are required to self-isolate within the destination. Your travel insurance may cover some of these costs for you – please check the policy wording.

Your holiday experience

You acknowledge that the suppliers providing your holiday will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability and temperature testing. We do not expect these measures to have a significant impact on your enjoyment of your holiday and all measures will be taken with the purpose of securing your safety and those around you.

Events Beyond Our Control

In these booking conditions, “Events Beyond Our Control” means a situation which is beyond our or the supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, an FCDO advisory against travel to a particular destination and any other government restrictions on travel. Except

where otherwise stated in these booking conditions, we have no liability including for compensation, costs and expenses in such situations.

We wish you the best of luck with your entry application.

The MdS Team