



Email: to SMOOTH MOVE AFRICA – smoothmoveafrica@gmail.com Telephone: (404) 493-1915

NON REFUNDABLE DEPOSIT OF 20%/ IS REQUIRED IMMEDIATELY

TERMS AND CONDITIONS

Payment Schedule: 20% per person traveling, non -refundable deposit is due immediately pursuant to the Hotel’s Proposal which is contained in the itinerary in order to guarantee your rooms. 100% payment is due ninety days (90) days prior to arrival. Failure to make your payment by the due date shall be considered voluntarily forfeiture, and no portion of monies paid shall be refunded. Likewise, once your final payment has been made it will be non-refundable.

However, if you purchased travel insurance with a CANCEL FOR ANY REASON CLAUSE (otherwise referred to as CFAR-must ask the insurance representative for it otherwise they won’t offer it to you), the hotels will provide you with a cancellation invoice that you can then provide to your insurance company for reimbursement. That’s why SMOOTH MOVE AFRICA requires you to purchase travel insurance that includes CFAR.

Your individual payment schedule and its terms must be strictly complied with, otherwise it shall be considered voluntarily forfeiture, and no portion of monies will be refunded.

I have read this entire document and agree with all the terms and conditions stated in pages 1 through 10, of this document and by signing below I agree to be bound by its terms.

Initial

Signature

Dated This _____ day of _____ 2024.

INTRODUCTION

These are the terms and conditions applicable to the tour package provided by SMOVE MOVE AFRICA LLC., hereinafter referred to collectively as (“SMA, “we, “us,” and “our”). The terms “Participant” hereinafter referred to as “you” and “your,” and each person who purchases and/or uses a tour package provided by SMOOTH MOVE AFRICA.

Benefits of Tour Package:

Our tour package offers services of professional tour guides, accommodations, meals and outlined in the itinerary, transportation as defined in the itinerary and excursions and tours as outlined in the itinerary. SMOOTH MOVE AFRICA may from time to time offer you optional services or benefits. By using those services and/or benefits when they become available, you agree to be bound by any supplemental terms applicable to those services.

Safari Proposal: This is an Optional Excursion:

The 3-day majestic Camping Serengeti And Ngorongoro Safari requires a 30% deposit immediately in order to guarantee your booking. Final payment is due 15 days prior to your arrival. Airfare is not included. Participant must book his/her flight from Dar Es Salaam to Arusha for July 7, 2024. – Connecting flight upon your arrival to Dar Es Salaam. The 3-Day Safari begins at 6:30 am on July 8th, 2024, and ends on July 10th, 2024. Participant must book his/her airfare from Arusha to Zanzibar for July 10, 2024. A driver will transport the Participant from the airport to Riu Jambo. 100% of your deposit shall be refunded to the Participant if he/or she cancels within fifteen days (15) days prior to the date the Safari begins.

RATES AND EXCLUSIONS

The rates and charges for tour participation are those established at the time of booking with SMA. We reserve the right to increase tour prices to cover increase costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuation in foreign exchange markets. Published rates and charges are typically “per person” based upon double occupancy with ensuite bath unless otherwise stated). Single rooms are subject to a single room supplemented charges which are stated in the proposal. Expenses and terms not specifically identified in the applicable SMA produced quotation are not covered. These include paperwork or charges associated with passports, visas, immunizations, meals other than those specified, optional excursions, trip protection coverage, alcoholic beverages (beer, wine and liquor, all beverages (excluding those provided by the SMA proposal), vehicles, telephone calls, room service, laundry, personal items, baggage handling, international airfare unless otherwise stated, gratuities and transportation to or

from any departure gateway and any other costs that might be incurred not stated in tour package. Some governments charge departure taxes and/or fees. These are the responsibility of each passenger traveling to the designated country and are not included unless stated.

PAYMENTS:

SMOOTH MOVE AFRICA accepts the following forms of payment: major credit cards, bank transfer to U.S Bank. Credit cards will incur a service fee of 3-5% paid by the Participant. You must promptly pay the following fees and charges for participation of SMOOTH MOVE AFRICA'S Tour.

GROUND PACKAGE:

A non-refundable deposit of 20% of the total or per person per tour is required immediately to secure tour and services. This amount may vary depending on the destination, accommodations and services. A Participant's balance shall be due in accordance with the terms and conditions stated with your hotel and safari booking requirements.

CANCELATION:

We must receive your cancellation notice in writing by email, cancellation, date shall be the date the email is received. In addition, airline cancellation policies shall apply for cancelled tours involving air transportation. If the trip is cancelled by you for any reason, regardless of the reason, SMOOTH MOVE AFRICA practices a no-refund policy for any payments made and for any unused portion of the tour. We do offer the amount paid -less your deposit to go towards another trip at a later date within one year from the date of the tour.

Cancellation due to Pandemic-amendment and Clause:

In the event there is a natural disaster, national or international pandemic, the cancellation policy will be as outlined in the paragraph above and in the indemnification clause as outlined.

PENALTY:

Total payment for the Tour is due Ninety (90) days prior to arrival April 7, 2024, if full payment is not received by then your trip will be automatically cancelled and is non-refundable unless otherwise agreed upon by SMOOTH MOVE AFRICA.

ADVANCED WRITTEN NOTICE

Per the outline of the dates stated above. There is no refund for any unused portion of a tour once it has commenced and you are solely responsible for costs incurred by you due to missed cancelled or delayed transportation. Your decision not to participate in the tour due to State Department warnings, fear or travel, illness or any other season will be deemed a cancellation. If a flight or delay for any reason prevents you from join the tour on the tour departure date and time, you will be considered a no-show and we cannot provide a full or partial refund or credit toward a future tour but you may join the tour late if you wish.

INSURANCE

SMOOTH MOVE AFRICA recommends that you purchase **cancel for any reason travel insurance (CFAR)**. Be sure to include CFAR, medical and baggage insurance to cover penalties and cancellation charges. Please contact SMOVE MOVE AFRICA for information if you wish to purchase such insurance. However, any question about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage you will personally assume full responsibility for any financial loss associated with your travel arrangements and you could lose your travel investment and/or have to pay more to contact the situation. We recommend www.withfaye.com. We recommend this company because we know it is the #1 travel insurance company.

Disclaimer: You are under no legal obligation to purchase travel protection insurance for the insurance company named above. You should shop and compare and then decide. **YOU MUST PROVIDE A COPY OF YOUR TRAVEL PROTECTION POLICY 30 DAYS PRIOR TO DEPARTURE. FAILURE TO DO SO WILL RESULT IN AUTOMATIC CANCELLATION.**

CANCELLATION OR SUBSTITUTION BY SMOOTH MOVE AFRICA: Including Pandemic Procedure and Policy:

We will make commercially reasonable efforts to keep the itinerary as it has been published; however, the final itinerary as it has been published; however, the final itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the itinerary

If a tour is cancelled due to natural disaster, or other unforeseen events, our liability is limited to a full refund less your deposit of your payments, and we will not be able liable for any other costs, damages or refunds of any kind for any loss, delay inconvenience disappointment or expense whatsoever in such circumstances. If for any reason beyond our **control, a tour in progress** must be interrupted or cancelled we will refund a portion of the price depending on our actual costs incurred.

AIRFARE:

International Airlines are **NOT** included in the SMOOTH MOVE AFRICA package price, unless stated as part of a group tour. Only domestic flights inside country will be included in the package as outlined in the Proposal.

PASSPORTS & VISAS:

International travel requires a passport valid 6 months beyond your intended return travel date. In many cases you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. Please speak with us if you are unsure about the visa requirements for your travel destinations but you are solely responsible for complying with passport and visa requirements. If you are traveling with a minor, please be sure to have their passport, birth certificate and proof of permission to travel with you, if you are the legal guardian, custodial or non-custodial parent of the minor. **FYI: Tanzania charges One Hundred Dollars (\$100.00) for a Visa which is good for one year. (Make sure you have \$100 cash to pay for the Visa upon arrival).**

SECURITY & SAFETY:

We are strongly committed to protecting your security and well-being. However, travel safaris and sightseeing endeavors are inherently dangerous activities. SMOOTH MOVE AFRICA strongly recommends that you exercise extreme caution when participating in tour events. Parts of your tour may involve high altitudes hiking, cycling and/or driving over rough and dusty terrain. All tour participants booking with SMOOTH MOVE AFRICA certify that they are in good health, fit to travel and have no specific medical problems. It is the responsibility of each tour participant to obtain health and medical certificates, inoculations and vaccinations. Any physical disability that may require special attention or treatment must be reported in writing at the time that your reservation is made. Passage may be refused to any person whose state of health or physical condition renders them, in the opinion of the tour company or its suppliers, unfit. Children under sixteen (16) years of age must be supervised by parents or guardians or custodians who will bear ultimate responsibility for their actions. SMOOTH MOVE AFRICA recommends that you purchase insurance to cover medical expenses, trip cancellation and interruption and loss of baggage. Please contact SMOOTH MOVE AFRICA, for further details.

INFORMATION:

Information that SMOOTH MOVE AFRICA publishes in its brochures, collateral material and on its website is believed to be accurate and reliable not all expenses or packages are viewable on the website for more information about services we provide, you may email us direct to inquire: smoothmoveafrica@gmail.com. SMOOTH MOVE AFRICA makes no representation or warranties regarding such information, or any information provided by a third party. Unless expressly stated in writing. SMOOTH MOVE AFRICA does not endorse the products or services

offered by any company or person identified in its brochures, collateral material, or website, nor is SMOOTH MOVE AFRICA responsible for any content published by a third party.

TRIP PREPARATION:

SMOOTH MOVE AFRICA will be in contact with you once you have accepted our terms and conditions and you have made the required deposit so that we can ensure that you are travel ready. This includes the proposal information and documents section that prepares you for the Tanzania Tour.

SMOOTH MOVE AFRICA has scheduled monthly zoom meetings and/or conference calls for last Sunday of each month at 6:00pm Standard Eastern Time to inform Participants about what things they need to know before traveling, what to bring and other frequently asked questions. It is the responsibility of each participant to attend the scheduled meetings to obtain any necessary information or have your concerns addressed. SMOOTH MOVE AFRICA reserves the right to change the meeting dates and time. Should such become necessary Participants will be notified promptly. The last zoom meeting and/or conference call will be held on June 30th, 2024. At which time SMOOTH MOVE AFRICA will review the itinerary and address any last minute concerns.

VENDOR ACTS OR OMISSIONS:

We act in the capacity of agent for the suppliers of travel services named in your itinerary or otherwise providing services or goods in connection with the tour (the “Vendors”), such as airlines, hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Vendors or airlines providing flights to and from your Tours.

TRAVELERS NEEDING SPECIAL ACCOMMODATIONS:

We will make reasonable efforts accommodate the needs of our travelers; however, travelers needing special assistance for their personal needs must notify us at the time of booking for determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveler’s special needs persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travelers with special needs for ordinary daily activities, such as walking, dining, etc. and other special needs. In no instance, will we or our Suppliers physically lift or assist Participants on to or off transportation vehicles.

MEDICAL PROXY:

If you are unable to authorize your own medical attention and treatment, you authorize SMOOTH MOVE AFRICA or its subcontractors or agents to authorize medical treatment on your behalf. You agree to hold harmless and release SMOOTH MOVE AFRICA from any liability for medical attention authorized by them, their subcontractors or agents on your behalf. SMOOTH MOVE AFRICA assumes no liability regarding provision of medical care or evacuation services. Any of our staff or subcontractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a good Samaritan.

CONDUCT DURING THE TOUR:

You are also responsible for respecting the authority and following the direction of the tour guide and the laws of the countries in your itinerary. We may exclude you from participating in all or any part of the tour. If, in our sole discretion, your condition or behavior renders you unfit for the tour if, in our sole discretion your condition or behavior renders you unfit for the tour or unfit for continuation once the tour has begun. Unfitness may include, without limitation, any behavior that regardless of its cause is inappropriate or offensive, it interfered with the delivery of tour service or may constitute a hazard of embarrassment. In such cases our liability shall be strictly limited to, refund of the recoverable cost of an unused portion of the tour. Should you decide not to participate in certain parts of the tour or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods.

LIMITATION OF LIABILITY AND DAMAGES:

In no event will we be liable for any injury, loss claim damage, or any special punitive, exemplary, direct, indirect incidental, or consequential damages of any kind, whether based in contract tort strict liability, or otherwise, that arise out of or are in any way connected with the tour, even if advised of the possibility of such damages, in no event will our aggregate liability exceed the total tour price set forth in the itinerary.

FORCE MAJEURE:

We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation causes you to miss all or any portion of the tour acts of God acts of government, war, terrorist acts, riots disaster weather extremes, or strikes. We have no special knowledge regarding the financial condition of

Suppliers unsafe conditions, health hazards, whether hazards or climate extremes at locations to which you may travel. You understand that health care standards, facilities and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations we recommend contacting the Travel Warnings Section of the U.s State Department at (202) 647-5225 or www.travel.state.gov and click on: Travel Warnings.” For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or [www. cdcv.gov/travel](http://www.cdc.gov/travel).

INDEMNIFICATION:

You shall indemnify, defend and hold harmless SMOOTH MOVE AFRICA and its officers, employees, directors, suppliers and agents, **in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence (ii) your failure to comply with applicable law (ii) pandemic or any other unforeseen natural disaster resulting in your inability participate or (iv) your failure to comply these terms and conditions.**

MISCELLANEOUS:

SMOOTH MOVE AFRICA may assign its rights and/or delegate all or a portion of its duties under these Term and conditions to any third party at any time without consent or permission of any parties to these Terms and Conditions. If there is a conflict between these Terms and conditions and one or more terms contained I another agreement between you and SMOOTH MOVE AFRICA, these Terms and Conditions will control. No alteration, cancellation, variation of, or addition to these terms and conditions shall be of any force or effect unless reduced to writing and signed by SMOOTH MOVE AFRICA and that Participant.

UNENFORCEABLE PROVISION:

If any provision of this Agreement is found to be void, invalid or unenforceable by a court of competent jurisdiction the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. The agreement and all terms herein shall be construed in accordance with laws.

VENUE JURISDICTION: Any controversy or claim arising out or relating to these Terms and conditions to the limits on SMOOTH MOVE AFRICA responsibility clause, to brochure, to the proposal, to any information relating in any way to the trip, to the trip itself, or to any products or services related to the trip, shall be settled solely and exclusively by binding arbitration in the state of Georgia, in accordance with the Commercial arbitration Rules of the American Arbitration Association, except that (a) in lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means, (b) arbitration is the exclusive forum for dispute resolution (no

court action) and (c) except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees. You agree to present any claims against us within 90 days after the tour ends and to file any arbitration request within one year if the incident and you acknowledge that expressly limits the applicable statute of limitations to one year.

Participant, authorize SMOOTH MOVE AFRICA, and its affiliate, employees' agents and sponsors and sponsors and any person receiving permission from any of the foregoing to make use of Participant, photograph, name, and likeness and/or my performance in a video presentation, recordings or photos and all other media and formats, including but not limited to print media for educational nonprofit promotional and other purposes without further compensation to me. Further, Participant acknowledges that SMOOTH MOVE AFRICA, is the sole owner of all rights in the negatives, photographs, videotape recordings, prints, and all other items bearing my photograph name likeness or performance, including full domestic and foreign copyrights therein, and shall have the exclusive right to make such use of the program as it wishes, including but not limited to the right of performance, display reproduction and distribution in all media and the right to create, perform, display, reproduce derivative works thereof. Participant hereby release, discharge and agree to hold harmless SMOOTH MOVE AFRICA its affiliates, employees, sponsors, agents and officers, directors, employees, licensee's successors and assigns of the foregoing, from any liability or claimed liability in connection with the aforementioned use of participants photograph, name, likeness or performance. The Participant's consent and release is intended to be of perpetual duration. Any facsimile, or scanned transmission of any signed document by the participant once delivered to SMOOTH MOVE AFRICA, shall be deemed as an original for all legal purposes.

ASSUMPTION OR RISK AND RELEASE:

You understand and acknowledge that if you participate in activities during your trip, certain risks and dangers may arise including but not limited to the risk of accidents in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance; the hazards of traveling in unsafe areas, politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping, and terrorist activities, tour activities that may involve increased risks including but not limited to gorilla trekking and walking safaris; dangers and risks inherent in activities in underdeveloped countries; dangers of local law enforcement activity; attacks or bites by animals, pests or insects; quarantine; epidemics; dangers of local law enforcement activity; attacks or bites by animals, pests, or insects; quarantine; epidemics; injury or death while on activities sponsored by lodging facilities or third parties; sickness; lack of appropriate medical care; or criminal activity.

YOU DO HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS AND YOU DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES. LIABILITY. ACTIONS. CAUSES OF ACTIONS, SUITS

CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER. WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH YOUR TRIP OF PARTICIPATION IN ANY WAY ACTIVITIES IN WHICH YOU PARTICIPATE.

ENTIRE AGREEMENT:

This Agreement contains the entire Agreement and expression of the parties. No representations, inducements, understanding, or agreements, oral or otherwise, between the parties not contained in this agreement were made or relied upon by any party. This Agreement shall be binding on all parties and their respective successors, assignees and heirs.

Print Name

Signature

Dated This _____ day of _____ 2024.

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