

ASTEP AHEAD

custom guided journeys

TRIP CONTRACT Contrato de viaje

Trip Name: Smith Tanzania 202301
Hereinafter “*the/this trip*”

Today’s date: 5 November 22
Both parties must initial / sign this page

BY AND BETWEEN

1. Travel agent & trip organiser - A Step Ahead S.L.,
Domiciled in Plaza Mayor, 16, Baraguas, Huesca 22714, Spain,
Registered as a Sociedad Limitada (Limited Company) in Spain and issued with the fiscal registration (CIF & VAT) number B-22347983
Represented by company director Ms. Gillian Lyons. Hereinafter ‘*A Step Ahead*’ or ‘*we*’, ‘*us*’, ‘*our*’.

AND

2. Group representative (Client) - Mr./Ms Jones
Hereinafter ‘**the client**’, ‘*you*’, ‘*your*’, ‘*they*’.
(See Nos 8 & 9 of Annex II – Terms & Conditions A Step Ahead 2022)

Nationality United States Passport number HW 758342

Client’s address 2958 Somewhere Avenue, Midtown, PA 19432; USA

Client’s insurer for this trip _____

Both parties (A Step Ahead S.L. & the Client) are jointly defined as the “**Parties**”. This contract is legally binding when the following three events have occurred – 1. The contract has been sent by A Step Ahead S.L. and received by the client and 2. The Client has paid the initial deposit. 3. 14 days grace period has passed since the Travel Agent has confirmed receipt of the deposit. At that point the parties are bound by the following terms for the trip:

TERMS

One - DOCUMENTS

3 Annexes are attached and to be included with this trip contract:

- a) Annex I - The detailed itinerary for the trip referred to in this contract is **Annex I - Itinerary SmithTanzania 2023 01**, hereafter referred as “Annex I - Itinerary”. The trip Name/ Number and the date of this contract is stated on the first page of this document.
- b) Annex II -. The Parties agree and accept the additional **Terms & Conditions A Step Ahead 2022**.
- c) Annex III - The Client(s) hereby accept(s) the conditions regulated in the **Waiver of Liability 2022**, and each sign(s) a copy of the said Waiver.

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Two - OUR OBLIGATION TO YOU

A Step Ahead and our suppliers will endeavor to take reasonable care to deliver your trip, which we are contracted to provide you, as outlined in this trip contract and the 3 annexes (Annex I-III).

- Standards of safety, hygiene and quality of accommodation, food preparation, transport and communications vary. Standards of these and other items in some countries may be different or below the standard of those that you are accustomed to in your own country.
- The services and facilities included in trip will be deemed to be provided with reasonable skill and care if they comply with any local regulations See Nos 18 & 19 of Annex II.
- We will protect any data that you have provided according to our Privacy Statement as described on our website (<https://www.asteahead.es/planning-your-journey/privacy-statement/>), and in accordance with the laws of Spain at the time of this contract.

Three - SUBSTITUTIONS & ALTERATIONS BY A STEP AHEAD

Commonly many arrangements are booked many months in advance, and as a result we may occasionally have to make changes to the itinerary and services offered. EU and Spanish law define any changes made by us to an itinerary as either a 'major' or a 'minor' change. Our obligation to you depends on which kind of change occurs. Note that any changes that occur out of our control do not constitute a major or minor change and are applicable under the terms of a force majeure (see No 13 of Annex II).

- a) **MAJOR CHANGES** - 'Major' changes include: the price (if the increase is more than 12% per year), the place of destination, your accommodation if reduced to a lower star rating (Note that most of our African safaris involve staying in places with no standardized star rating), your scheduled departure time for the trip from the start place, or the duration of the trip if the change is more than 12 hours (excluding delays outside our control).
-If we make a 'major change' we will notify you as soon as possible, and you will have one of the three following options:
 - i. Agree to the changes that we have proposed and accept their impact, including any price changes.
 - ii. Request us to suggest a different alternative of equivalent or superior quality, with no price change subject to us being able to propose such an alternative.
 - iii. Request us to suggest a different alternative of inferior quality, with a reduced price subject to us being able to propose such an alternative.
 - iv. To cancel your trip and receive a full refund.
- b) **MINOR CHANGES**- 'Minor' changes include: Any change which is not a major change.
 - i. We reserve the right to substitute campsites, hotels and/or lodges within the same or similar standard, and to alter minor details in the itinerary should this be considered absolutely necessary or advisable. These changes could be due to unforeseen causes such as weather, an unplanned closure, and significant change in wildlife movements, security issues, force majeure or another reason.
 - ii. If we deem it appropriate, we may advise you of a change in the itinerary for your safety or for other reasons, however as long as the changes are 'minor', we are not obliged to do so, and no compensation will be payable.
 - iii. In the case of a change communicated by us to you, you must expressly accept or decline the changes advised.
 - iv. In the event of any of the above situations occurring, any costs incurred as a result of the change will be borne by you, including cancellation charges for the original service and additional payments for the new service.

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c) RIGHT TO SUBSTITUTE THE A STEP AHEAD GUIDE

In the case of a privately guided safari, in the unlikely event of the assigned private guide being unable to lead the Client's trip for reasons beyond our control (e.g. accident, death or serious illness to the guide or the guide's spouse or children), we reserve the right to provide a replacement of our choice whom we deem to have similar experience and knowledge.

Four - FAILURE TO PROVIDE CONTRACTED SERVICES

If we are unable to provide an essential part of the service after the trip has started, for causes exclusively attributable to us, we will arrange alternative solutions of equal or better quality to that described in the itinerary without supplement. If we are unable to provide an alternative of equal quality to those described in the itinerary for the trip, you will be adequately refunded the difference.

Five – SPECIAL REQUESTS BY THE CLIENT

- a) If a client has any special requirements, such as dietary or other requests, that may affect their participation in the trip, they must inform us at the time of booking so that we can pass this information on to our suppliers.
- b) Failure to do this may mean that their requirements are not met, and if that is the case, we cannot be held liable.
- c) If any special requirements are preferred by the client that are not essential, they will have an opportunity to inform us of these when we send them the Guest Information Form to complete.

Six - ALTERATIONS REQUESTED BY THE CLIENT

- a) If the client(s) request any alterations before the final payment is due or has been paid, they must do so in writing, and they accept that these may incur additional charges, which will be added to the final payment.
- b) In this case we cannot guarantee that we can make the requested changes, but we will endeavour to do so, and inform the client of any price change beforehand.
- c) If there is a change in the price, once a change has been prepared, we may insist that the client agrees to the change and any additional cost in writing, before it can be implemented.
- d) If the client requests any alterations to the itinerary after the trip has begun, they accept that these may incur additional charges, and they agree to pay these costs. A Step Ahead may require that these be paid before the alteration is made.

Seven - RESPONSIBILITY OF THE CLIENT – ARRIVAL PLACE & TIME

The terms & conditions in the attached Annex II apply in their entirety to this contract, including points 10 & 11 relating to the client's responsibility to arrive at the designated start point and time of the itinerary.

- a) In the event that one or more of the clients are unable to arrive at the start point of the trip at the time and place indicated in the itinerary, they should make their own alternative arrival arrangements and inform A Step Ahead of any changes.
- b) Any services missed due to late arrival are forfeit, though A Step Ahead will endeavour to rearrange services when possible.
- c) A client shall have no right to claim against A Step Ahead in the event that they arrive late at the starting point, without making prior arrangements acceptable to us.
- d) In any case, in the event that a client arrives late, having informed us beforehand, and wishes to join the rest of the group, they agree to pay for any extra services required. Such costs could include accommodation en route, guide and driver fees, meals, and travel costs by road, air or boat, including private air charters and vehicle hire if required. At times camps and lodges may be more than a day drive distant, and schedule air services may operate once or twice a week. In such cases the only practical way to join the group is by private air charter. The cost of this depends on the distance but can be more than US \$10,000. We reserve the right to insist that this service is paid in full prior to booking the extra service.

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Eight - TRIP PRICE

The price is calculated on the trip occurring on the dates as stated in Annex I - Itinerary.

TRIP PRICE PER PERSON IN 2023 IN UNITED STATES DOLLARS (US\$)

The price for this trip depends on the size of the group. Below is a chart indicating the price of this 11-night / 12-day safari & beach stay based on group size in US dollars, including taxes and management and organisation fees. To calculate the total trip price multiply the price by the number of people in the group:-

Number of guests	4	6 (1 car)	8 (2 cars)
Safari & 4 nights Zanzibar Hotel Resort	US\$11,920	US\$ 10,820	US\$ 9,460

The price of the trip may be adjusted should exceptional circumstances arise, such as sudden unexpected increases in park fees, fuel, or government sales or value added taxes, and changes in foreign exchange rates of 5% or more, but only up to 20 days before the trip start date.

Nine - REGIONAL AIR TRANSPORT COSTS

The following regional air transport costs are required in addition to the trip price:-
Scheduled flights Dar es Salaam-Nyerere-Ruaha-Zanzibar - Approximately US\$1,400 per person

These are estimated costs. The exact price will not be known until 60 days before the trip start date due to fluctuations in fuel costs. The price is estimated based on the rates for 2023. The actual price could increase by up to and not exceeding 12% of the estimated price.

Ten- GROUP SIZE LIMITATIONS

This is a custom-designed trip, which is organised for a minimum of four people. In the event that the number of people does not reach this minimum, A Step Ahead will be entitled to increase the per person cost or cancel the trip. If the trip is cancelled the cancellation fees will apply as detailed in Clause Seventeen below.

Eleven - PAYMENT TERMS & SCHEDULE

The price of the trip will be paid by the client as stated in the following schedule:

- a) A deposit of 25% was received on 2nd November 2022 to confirm this trip.
- b) The balance will be transferred by the client no later than 70 days before the beginning of the trip.

If the total cost of the trip is not received by the due date (70 days prior to the start of the trip), A Step Ahead reserves the right to cancel your trip and apply the cancellation charges as detailed in Clause Seventeen below.

Twelve – BOOKING DEADLINE & GRACE PERIOD

The Client is entitled to a grace period of 14 days after paying the deposit for this trip.

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Thirteen – INCLUSIONS & EXCLUSIONS IN THE PRICE

- a) The Price includes the following visits/services:- Services of a professional *A Step Ahead* guide from Day 1 to Day 8; services of experienced regional expert guides in Nyerere and Ruaha; accommodation in double or twin tents/rooms including all meals from breakfast on Day 2 to picnic lunch on Day 8; soft and alcoholic drinks at Kiba Point and Kigelia Camp from Day 2 to Day 7; half board accommodation at White Sand (includes breakfast and dinner - not lunches, snacks or drinks); bed and breakfast accommodation in Dar es Salaam and Zanzibar Town (lunches dinners and drinks are not included); services of a fully trained crew in tented camps; laundry service from Day 2 to Day 7 when not a move day (not ladies underwear in some camps); ground transport in private, customized 4-wheel drive vehicles while on safari (Nyerere & Ruaha); walking safaris, night drives and fly camping where applicable; park entry and camping fees in Nyerere and Ruaha; ground transport to/from airports and hotels in Dar and Zanzibar (could be in minibuses); 1 guided tour of Zanzibar Stone Town; day room at a hotel in Zanzibar Stone Town on Day 12; Flying Doctor membership (covers air evacuation to a Hospital in Dar es Salaam in the unlikely event of an emergency).
- b) The Price does not include the following visits/services:- Any lunches or drinks at White Sand; premium brand alcoholic drinks anywhere (e.g. champagne); laundry in Dar or Zanzibar; items of a personal nature (e.g. visas, airport taxes, phone or fax services, massages, internet services etc.); any Covid tests or extra services required due to Covid; any new government taxes; medical or hospitalization costs in the event of illness or emergency; any kind of insurance; balloon flights and other activities not included in the usual camp rates; international flights; any regional flights (see separate cost above); increases in costs due to fuel price rises. Nor are gratuities included.
- c) Optional extras:- There are optional extras that are not included in the trip price and can be purchased at supplemental cost. These include extra activities at Beach Resort. Details of these are in Annex I - Itinerary. Some extras can be booked and paid for at the time the final payment is due. Others should be paid to the local operator directly before using the service.

Fourteen - PAYMENT METHODS

Payments for the trip must be paid by wire transfer / bank transfer sent in US dollars (US\$).

NB: PAYMENT SHOULD BE SENT IN US DOLLARS AND NOT CONVERTED TO ANY OTHER CURRENCY

Note that if payment is sent in any other currency, we will charge an additional amount to cover any exchange rate losses incurred when converting the transferred amount into the currency of billing, which in this case is US dollars.

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Fifteen – LOCAL REPRESENTATIVES

The following people / organisations represent A Step Ahead in the trip destinations:

Nomad Tanzania, Serian, Beyond

Sixteen - ACCOMMODATION BASIS

Accommodation basis is as described in the Annex I – Itinerary, i.e. 2 people sharing each tent/room arranged as either a double (1 bed) or a twin (2 beds).

- a) Any single needed, aside from the single room required to accommodate an odd numbered group, would be charged a supplement. The cost of this supplement can either be divided amongst all the clients staying in single tents/rooms or added to the total group cost.
- b) We cannot guarantee availability of specially requested single rooms unless these are requested upon booking / before receiving this trip contract.

Seventeen - CANCELLATION TERMS

If the Client wants to cancel the present contract, they must do so in writing by e-mail, fax, or certified mail. Cancellation charges will apply from the date on which A Step Ahead receives the cancellation request in writing. Cancellation terms are as follows:

- Cancellations made 61 days or more prior to the trip start date: **The deposit is non-refundable.**
- Cancellations made between 30 and 60 days prior to the trip start date: 50% of the full price is charged as cancellation fee.
- Cancellations made 30 days or less prior to the trip start date: The full price of the trip is charged as cancellation fee.

These terms apply, unless the trip cannot take place due to official Covid-19 travel restrictions, such as:

- Border closures in country of origin, country of travel or transit country.
- Local lockdown in country of origin, preventing departure.
- Flight cancellations due to Covid-19, with no alternative route being available.

In this case, postponement by up to 12 months is allowed. The trip costs may increase for the new dates.

Eighteen - INSURANCE

- We advise that the client subscribes to an insurance that will cover the cancellation charges of this trip.
- It is a requirement that you are insured for health, repatriation or relocation costs to the place of origin in the event of an accident, illness (including Covid 19) or death of the client(s).
- Note that any health insurance you have in your home country may not automatically cover your health and evacuation when traveling abroad.
- Note that insurance when paying by credit card often only supplies limited health cover and may not include evacuation.
- US law states that only US domiciled companies may sell trip insurance to US citizens and residents.
- We can supply details of insurers upon request.

Nineteen – NOTICE OF BREACH OF CONTRACT

The Client must inform A Step Ahead and the guide, or person or company rendering the services, in written form or in any other way that leaves a record, any breach of the present contract. If the client(s) is(are) not able to lodge a complaint while on the trip, we request that they do so in writing within 15 days of the end of the trip, so that we can investigate and rectify the complaint.

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Twenty - LIMITATIONS ON PERIOD OF LEGAL ACTION

Any legal actions deriving from the breach of the present contract must be initiated in writing less than two (2) years after said breach occurs. It is agreed by both parties that no legal actions related to a breach of this contract may be initiated after this period.

Twenty-one - TRANSFER OF THE TRIP

The client has the right to assign the present contract to a third person(s), at no additional cost, no later than 15 days before the commencement of the trip, provided the third person(s) complies with all the required conditions for the trip, such as costs, payment deadlines and terms, is covered by the required insurance, is fit to partake in the trip, has obtained the visas, and complies with health entry regulations, et cetera. The original client and the assignee will be jointly responsible for the payment of the trip.

Twenty-two - AMENDMENTS TO THIS CONTRACT

All amendments to the present contract must be made in writing and signed by both parties.

Twenty-three - JURISDICTION

This contract shall be governed by and construed in accordance with Spanish Law, and the competent court for the interpretation of and compliance with this agreement are the courts of Huesca. Both parties expressly renounce any other special or customary jurisdiction that might correspond to them.

Twenty-four – YOUR DATA

- a) Any data that you have given us, including your names, addresses and other details on this form and in the three annexes, will be kept on our records in compliance with the Organic Law on Protection of Personal Data (Ley Orgánica 15/1999 de 13 de Diciembre, de Protección de Datos de Carácter Personal) of Spain, and the General Data Protection Regulation (GDPR) of the EU 2016/679.
- b) Details on the possible uses of your data are outlined on our [website \(A Step Ahead privacy statement\)](#).
- c) By accepting this contract, you also give consent to A Step Ahead S.L. to keep and using this data for the purposes of booking and conducting this trip.

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ANNEXES**ANNEX I** - See attached PDF document: **Annex I - Itinerary_Smith Tanzania 2023 01**

Dated: 5 November 22

ANNEX II - See attached PDF document: **Terms and Conditions A Step Ahead 2022** and headed “General Terms & Conditions”.**ANNEX III** - See attached PDF document: **Waiver of Liability E.Africa 2022** and headed “Waiver of Liability for Africa.”

IN WITNESS WHEREOF, the Parties hereto sign this agreement in duplicate in the place and on the date stated at the top of this 8-page document.

A Step Ahead, S.L.Client(s)

SAMPLE

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