



Email: – smoothmoveafrica@gmail.com

Customer Service: (888) 226-4813

NON REFUNDABLE DEPOSIT REQUIRED

TERMS AND CONDITIONS

Payment Schedule: \$1,500.00 deposit required per person traveling. The deposit is non-refundable and non-transferable and is due to reserve your spot and guarantee your room. 100% payment is due on or before June 1, 2025. Failure to make your payment by the due date will be considered a voluntary 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-you must ask the insurance representative for it otherwise they will not offer it to you**), If for any reason you are not able to make the trip you can request that the hotels provide you with a cancellation invoice that you can then provide to your insurance company for reimbursement. That's why SMOOTH MOVE AFRICA strongly encourages you to purchase CFAR travel insurance.

SMOOTH MOVE AFRICA offers a payment plan. If you choose to participate in the payment all scheduled payments must be strictly complied with each month, otherwise it shall be considered voluntarily forfeiture, and any payments made shall not be refunded and are non-transferable.

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

Initial

Signature

Dated This _____ day of _____ 20____.

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.

Identification:

Participants must make reservations in the full name that is listed on their passport that they will use for travel. If you need to make any changes to your name after travel documents have been issued, you will be responsible for all name-change fees, if applicable.

Contact Information: Pursuant to TSA Secure Flight requirements, passengers are responsible for providing SMOOTH MOVE AFRICA with their name, date of birth, gender, address, phone number email and fax data. Passengers must ensure that their names are correct listed on their invoices. SMOOTH MOVE AFRICA will not be responsible for passengers who do not receive an invoice or documents are denied boarding due to inaccurate information.

Hotel Accommodations:

Our Tanzania Tour offers hotel accommodations, meals and drinks as outlined in the hotel itinerary. All rooms requested are standard unless otherwise stated. However, no room is guaranteed until your trip has been paid in full. Note, that room selection in all cases is strictly at the discretion of the hotels management and is subject to change depending upon availability at time of booking.

Transportation for excursions and sightseeing tours are not included. However, SMOOTH MOVE AFRICA, may from time to time offer you other optional services or benefits and by using those services and/or benefits you agree to be bound by any supplemental terms and conditions and fees applicable to those services.

Safari Proposal: This is an Optional Tour:

The 3-day Majestic Camping Serengeti and Ngorongoro Safari requires a \$300.00 deposit to guarantee your reservation, and your final payment is due on or before June 1, 2025. Airfare is not included, and each Participant must book his/her international flight departing from their home State on July 3, 2025 arriving in Dar Es Salaam Tanzania on July 4, 2025, with a connecting flight to Arusha. You must book a hotel in Arusha for two nights July 4, 2025 - July 5, 2025, please contact SMOOTH MOVE AFRICA for assistance.

The Kilipath Safai Company will pick you up from your hotel/lodge on July 6, 2025, the between 6:00-6:30 for day 1 of the Safari. The Safari will end on July 8th, 2025, between 4:00-

4:30pm. The Safari Company will transport you to the Airport to catch your flight to Zanzibar. to join the other SMOOTH MOVE AFRICA traveler's, at the Hotel Riu Jambo in Zanzibar.

We recommend that you book a flight with a departure time after 8pm from Arusha to Zanzibar (this will give you plenty of time to get to the airport). Transportation will be provided for you once you arrive in Zanzibar to transport you to Hotel Rui Jambo. Any refunds due to cancellation are subject to the Kilipath Safari Company's terms and conditions. See the 3-day Safari Kilipath Safari Company Proposal for more information.

Please contact SMOOTH MOVE AFRICA if you have any questions or concerns and for assistance: Phone: (888) 226-4813 or email us: smoothmoveafrica@gmail.com.

RATES AND EXCLUSIONS

The rates and charges for tour participation are those established at the time of booking with SMOOTH MOVE AFRICA. 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 hotel bookings or Safari tours, such as: 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 SMOOTH MOVE AFRICA PROPOSALS), vehicles, telephone calls, room service, laundry, personal items, baggage handling, international airfare unless otherwise stated gratuities and transportation to or from any departure, gateway or hotel and any other costs that might be incurred which are not stated in the land and safari packages. 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:

Deposit: in the amount of \$1500.00, is due at time of reservation. All deposits are non-refundable and non-transferable. Reservations can be made online with major credit cards. All payments to SMOOTH MOVE AFRICA are non- refundable and non-transferable. This is because SMOOTH MOVE AFRICA has contractual agreements with hotels and other vendors and are subject to their polices. SMOOTH MOVE AFRICA accepts the following forms of payment: major credit cards, bank transfers to U.S Bank, Zelle. Credit cards will incur a service fee of 3-5% paid by the Participant. You must promptly pay the following fees and charges associated with hotel bookings and the Safari for participation in SMOOTH MOVE AFRICA'S 2025 Tanzania Tour.

LATE PAYMENT: if there is any outstanding balance after the final due date a late fee of \$250 will automatically be applied to your invoice one day after the final payment date.

SMOOTH MOVE AFRICA PAYMENT PLAN:

Smooth Move Africa offers a monthly payment plan once you have made your initial \$1500.00 deposit. See, the Reservation page for more information. If you have any questions, please feel free to contact us. (888) 226-4813 or email us: smoothmoveafrica@gmail.com

GROUND TRANSPORTATION:

This package is a land only package and does not include any ground transportation for excursions or sightseeing tours. Participants shall be responsible for his or her ground transportation for all excursions unless stated in the itinerary or proposal.

CANCELLATION:

We must receive your cancellation notice in writing by email. The cancellation date shall be the date your email is received. In addition, airline cancellation policies shall apply for cancelled tours involving air transportation subject to the airlines terms and policies. If the trip is cancelled by you for any reason, regardless of the reason, SMOOTH MOVE AFRICA practices a non-refundable and non-transferable policy for any payments made and for any unused portion thereof.

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:

Final payment for all HOTEL BOOKINGS: (Element Hotel, Riu Jambo Resort and Spice Tree Hotel, Ramada Resort are due on or before May 1, 2025, if full payment is not received by May 1, 2025, your trip will be automatically cancelled and all payments shall be non-refundable and non-transferable.

INSURANCE

SMOOTH MOVE AFRICA recommends that you purchase **Cancel For Any Reason Travel Insurance (CFAR), which should be purchased within 5 business days upon booking your reservation.** Be sure to include CFAR, medical and loss baggage, Interruption insurance to cover penalties and cancellation charges. However, any questions 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 correct the situation. We recommend www.withfaye.com. We recommend this company because we know it's the #1 travel insurance company.

Disclaimer: You are under no legal obligation to purchase travel protection insurance from the insurance company named above. You should research and compare prices: www.bestmoney.com

YOU MUST PROVIDE SMOOTH MOVE AFRICA WITH A COPY OF YOUR TRAVEL PROTECTION POLICY NO LATER THAN MARCH 1, 2025. 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 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 the trip is cancelled due to natural disaster, or other unforeseen events, our liability is limited to crediting the Participant \$225.00, towards a future SMOOTH MOVE AFRICA TOUR, if booked within one year from the date of such cancellation and you agree that SMA shall not be able held 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 trip in progress must be interrupted or cancelled, we do not guarantee that any deposit or other payment that you made will be refunded **unless you purchased "Cancel For any Reason," Insurance with a Travel Insurance Company.**

AIRFARE:

International Airline flights:

NOT included in the SMOOTH MOVE AFRICA package: All Participants must book their own flights. SMOOTH MOVE AFRICA does have vendors that can assist each Participant with flight reservations. Please contact us for assistance: (888) 226 – 4813 or email us: smoothmoveafrica@gmail.com.

Safari Participants: The 3-Day Safari domestic flight from Dar Es Salam to Arusha and Arusha to Zanzibar is **NOT** included in your package. You are responsible for booking you own flights

Domestic Flights:

Non- Safari Participants: Your Return flight from Dar Es Salaam to Zanzibar and from Zanzibar to Dar Es Salaam is included in your package.

Safari Participants: Your one-way flight from Zanzibar to Dar Es Salaam is included in your package.

PASSPORTS & VISAS:

International travel requires a passport valid (6) six months after the date of travel. 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 destination 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. Any information provided in the travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. SMA does not provide or validate travel requirements for Non- US citizens. **FYI: Tanzania charges ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) for a VI SA which is good for one year from the date issued. (It is recommended that you have \$100 cash to pay for your VISA upon arrival in Tanzania).**

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, 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 reserved your spot for the trip by paying your \$1,500.00, deposit and accepted our terms and conditions. (You must sign and date the terms and conditions and email the form back to us: smoothmoveafrica@gmail.com).

VENDOR ACTS OR OMISSIONS:

We do not 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 effort to 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, a person requiring special 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. Some sightseeing tours require extensive walking so if this will be an issue for you need to consider or you can simply opt to relax on the beach or hotel. Traveling internationally may require walking from the tar mat and wheelchairs may not be available at all junctures.

Wheelchairs Assistance: If you need wheelchair assistance you must request it at the time of booking. Failure to do so may result in no wheelchair assistance when you arrive in Ethiopia for your connecting flight to Dar Es Salaam, Tanzania.

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 TRIP and/or TOURS:

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 if, in our sole discretion your condition or behavior renders you unfit for the tour or you are unfit once the tour has begun. Unfitness may include, without limitation, any behavior that regardless of its cause is inappropriate or offensive behavior that interferes with the delivery of tour service or may constitute a hazard or embarrassment. In such cases, our liability shall be strictly limited to a refund of the recoverable cost of any unused portion of the sight-seeing tour only if such is recoverable. Should you decide not to participate in certain parts of the tour once it has been paid for or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods. (**SIGHT-SEEING TOURS ARE OPTIONAL AND ARE NOT INCLUDED**).

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 are in any way connected with the tour, even if advised if the possibility if 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 cancelation 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. cdc.gov/travel](http://www.cdc.gov/travel).

INDEMNIFICATION:

You shall indemnify, defend and hold harmless SMOOTH MOVE AFRICA and it 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 is within (90) Ninety 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.

PHOTOGRAPHIC RELEASE:

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 us 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 t print media foe 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; ear, 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 locale 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 HARMLESS SMOOTH MOVE AFRICA AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILATED COMPANIES FOR ANY LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YMAY ARISE NOW OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH YOUR SMOOTH MOVE AFRICA TANZANIA 2024 TRIP OR WHICH MAY ARISE FROM YOUR PARTICIPATION IN ANY AND ALL ACTIVITIES THAT YOU MAY PARTICIPATE IN DURING THE TRIP.

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 _____ 2025.

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