



## TOURIST AGREEMENT, TERMS AND CONDITIONS

*TOURIST* understands that the *AW Southern Africa Trip 2024* to South Africa and Eswatini, between **October 30, 2024 and November 11, 2024**, has been arranged by *Global Organization and Planning Services*, dba *North America-to-Africa Diaspora Connection* (“*TRAVEL CONSULTANT*”), at the request of Mr. Amuel Whitehead (“*TOUR HOST*”).

The following AGREEMENT is made between the *TOURIST* and *TRAVEL CONSULTANT*, on behalf of the *TOUR HOST*:

1. **Scope of Services.** *TRAVEL CONSULTANT* will arrange all accommodations, air travel, ground transportation for trip itinerary in South Africa and Eswatini, and meals and tour activities with licensed 3rd party vendors as specified below:
  - Roundtrip air travel on Delta Airlines from Atlanta, GA to Johannesburg, South Africa, and ground transportation, respectively, between the following two destinations: South Africa and Eswatini.
  - All ground transportation in and around Southern Africa for the tour activities pre-defined in the trip itinerary.
  - Meals as specified in the tour itinerary.
  - All hotel accommodations in the two African destinations for the trip. Accommodations in South Africa are reserved at the Southern Sun Sandton Sandton in Johannesburg South Africa; and accommodations in Eswatini are reserved at the Silverstone Lodge in Mbabane, Eswatini.
  - Tour activities and ground transport will be arranged and conducted by local licensed tour agents and operators
  - *TRAVEL CONSULTANT* reserves the right to modify, by permission of the *TOUR HOST*, the trip itinerary, change hotel reservations if the need arises, and/or employ tour services of other licensed tour agents and operators without prior notice to the *TOURISTS*.
2. **Payment Terms.** *TOURIST* agrees that all payments for this tour will be made to *TRAVEL CONSULTANT* with an electronic remittance to *TRAVEL CONSULTANT*'s business checking account established ONLY for collecting payments for this trip, in one of the two following ways:
  - a. \*Zelle to [info@globalorganizationplanning.com](mailto:info@globalorganizationplanning.com)
  - b. \*PayPal to [info@globalorganizationplanning.com](mailto:info@globalorganizationplanning.com) (*must have PayPal account and send 'as friend' for this payment option*)

\*Please indicate **AWSATRIP2024** and sequential payment numbering in each payment memo.

*TOURIST* agrees to make all payments according to the terms listed below:

- A \$500 or \$600 deposit, a completed online registration form, and a signed *TOURIST AGREEMENT, TERMS AND CONDITIONS* contract are required to reserve a reservation on this tour.



- 100% of payments are due no later than September 26, 2024.
- *TOURIST* agrees to permit *TRAVEL CONSULTANT* to hold *TOURIST* payments which will be used to pay all included activities, meals, ground transport, and airfare for each *TOURIST* on this trip.
- *TRAVEL CONSULTANT* reserves the right to increase or decrease total trip cost before payments to tour operators, hotels, and ground transport providers have been made in the event of an extreme fluctuation in currency conversion between the African local currencies and the US Dollar (USD), and once a reasonable airfare has been determined, at such time all *TOURISTS* will be notified.
- Monthly installments are required according to the following payment schedule; however, lump sum amounts can be paid prior to payment due dates listed below:

*Payment Due Date	South Africa & Eswatini	
	Double Occupancy (Sharing)	Single Occupancy
<i>*NOTE: Exact cost of airfare not yet determined at this time</i>		
<b>February 26, 2024 (deposit)</b>	<b>500.00</b>	<b>600.00</b>
March 26, 2024	400.00	425.00
April 26, 2024	400.00	425.00
May 26, 2024	400.00	425.00
June 26, 2024	400.00	425.00
July 26, 2024	375.00	400.00
August 26, 2024	375.00	400.00
September 26, 2024	500.00	600.00
<b>TOTAL</b>	<b>3,350.00</b>	<b>3,700.00</b>

3. **Refund Policy.** (a) The \$500 or \$600 deposit and all other payments made at the time of a *TOURIST* cancellation will be refundable, minus a \$150 service charge, but only before flights for this trip have been secured and paid. Once flights have been booked, payments will be refundable with a *TOURIST* cancellation only in accordance with the *AIG Travel Guard* insurance policy, whereas the reason for cancellation for the insurance policy. (b) Refunds for insured trip cancellation, minus the cost of the insurance, will be paid out in accordance with the travel insurance *AIG Travel Guard* policy (*Essential Plan* suggested). A policy premium for the *Essential Plan* is included already in all trip option costs – higher cost plans with more coverage are available at additional costs. Please visit <https://www.travelguard.com/buy#pctWrapperPanel> for policy details. (c) In the event of any cancellation made by *TOUR HOST* or *TRAVEL CONSULTANT*, all payments will be 100% refundable – such occurrence would only most likely occur before any trip flights have been booked and confirmed.
4. **Nature of Relationship.** *TRAVEL CONSULTANT* is acting only as a consultant on behalf of *TOUR HOST* for the *AW Southern Africa Trip 2024*.
5. **Termination/Amendment/Notice.** Neither party may terminate this agreement unless agreed to in writing by both parties. This agreement may be amended only by a writing signed by both parties. Notice shall be valid when sent to the address indicated above unless notice of address change by certified or electronic mail, return receipt requested, is proved by the party changing its address.



6. **Severability and Waiver.** The invalidity of one part of this agreement shall not render the remaining parts of this agreement invalid. Waiver or breach of one provision of this agreement shall not be deemed a waiver of any other provision or a subsequent breach.
7. **Indemnification.** *TOURIST* agrees that *TOURIST HOST* and *TRAVEL CONSULTANT* are not liable for, and *TOURIST* waives any claims or causes of action whatsoever against *TOUR HOST* or *TRAVEL CONSULTANT* for, non-performance or misperformance of services by 3rd party vendors subcontracted by *TRAVEL CONSULTANT* on behalf of *TOUR HOST* for this tour. *TRAVEL CONSULTANT* will be responsible only for its performance of services arranged, as defined in the **Scope of Services** section of this contract above. *TOURIST* agrees to defend, indemnify and hold harmless *TOUR HOST* and *TRAVEL CONSULTANT* against any claims or causes of action whatsoever that may be brought against *TOUR HOST* or *TRAVEL CONSULTANT* by 3rd party vendors subcontracted by *TRAVEL CONSULTANT* on behalf of *TOUR HOST* as a result of any action, conduct, performance or non-performance by *TOURIST*. *TOURIST* agrees that *TOUR HOST* and *TRAVEL CONSULTANT* are not liable for, and *TOURIST* waives any claims or causes of action whatsoever against *TOUR HOST* and *TRAVEL CONSULTANT* for sickness, injury, death or mishap to *TOURIST* while participating on this tour. Each *TOURIST* will be automatically enrolled into a trip insurance policy that covers limited medical insurance for the terms and conditions noted for this tour, as listed below:
- Travel Insurance (estimated cost of the Essential Plan included in tour price)  
<https://www.travelguard.com/buy#pctWrapperPanel>
8. **Contingencies.** Neither *TOUR HOST* nor *TOURIST* will be liable hereunder for any failure to perform due to any occurrence beyond their reasonable control, including but not limited to acts of God, fires, floods, war, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, electrical power, equipment or transportation and any other contingency beyond their reasonable control which would make performance commercially impracticable.
9. **Law.** This agreement shall be interpreted under the laws of the State of Georgia.
10. **Entire Agreement.** This agreement constitutes the entire agreement between the parties; there are no side agreements. All prior and contemporaneous representations not expressed in writing herein are hereby superseded.

***TRAVEL CONSULTANT***

By: \_\_\_\_\_  
(please print first and last name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***TOURIST***

By: \_\_\_\_\_  
(please print first and last name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***PLEASE EMAIL YOUR SIGNED AND COMPLETED AGREEMENT TO:  
INFO@GLOBALORGANIZATIONPLANNING.COM***