

# Adiama Services & Tours

*"Giving and Receiving to Empower African Communities"*



## SALVADOR DA BAHIA, BRAZIL JOURNEY TERMS AND CONDITIONS

Nov. 17<sup>th</sup> – 27<sup>th</sup> 2009

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[www.adiama.com](http://www.adiama.com)

*PLEASE REVIEW IN ITS ENTIRETY*

### 1. Cost

In return for services provided, tour participant(s) agree to pay Adiama Services and Tours (AST) the price of: \$2,900.00. This fare is tentative and subject to increases based on rising expenses. Any participants desiring to opt out the arranged flight and schedule their own itinerary must contact us in writing at [info@adiama.com](mailto:info@adiama.com) to inquire about fare adjustments. Any such participants will be responsible for joining the tour group in Bahia, Brazil by Nov. 17<sup>th</sup> 2009 and will be solely responsible for incidents related to departure dates or times not coinciding with the scheduled flight for this tour.

### 2. Payment Schedule

The following payment schedule will be in effect for all payments related to the tour. A non-refundable deposit in the amount of \$300.00 is due ASAP to reserve seating. Payment 1 in the amount of \$1,000.00 is due on or by July 13<sup>th</sup> 2009. Payment 2 in the amount of \$800.00 is due on or by September 14<sup>th</sup> 2009. Payment 3 in the amount of \$800.00 is due on or by October 12<sup>th</sup> 2009. All payments should be made by cashier's check or money order payable to Adiama Services and Tours, P.O. Box 91459, Atlanta, GA 30344 unless otherwise indicated or requested. Electronic payments are available by request through PAYPAL and require an electronic processing fee. Any discounts, incentives and or fare reductions offered by Adiama may be revoked at any time without further explanation. Such discounts, incentives and or fare reductions will apply to the final payment or

Payment 3 only. This agreement is deemed to be active and in effect upon confirmation of full payment.

### 3. Late Payments

All late payments will be assessed an initial late fee of \$100.00. After one (1) week an additional late charge of 1.5% of the payment amount will be assessed each business week that the payment remains late. To avoid escalating late fees and possible forfeiture of funds and or tour slot, please contact us to make arrangements at [info@adiama.com](mailto:info@adiama.com)

### 4. Returned Checks

Returned checks will be assessed a minimum fee of \$50.00 plus any additional fees incurred by AST.

### 5. Late Registration

Participants who register after the due date for deposits will be assessed the regular fee for late payments (\$100.00) and will be expected to become current with payment schedule. Participants who register after the due date for Payment 1, 2 or 3 will be expected to pay the total amount required to become current electronically or by money order.

### 6. Included in the Tour Fare

- Round-trip airfare from MIA to Salvador da Bahia, Brazil
- Ground transportation on tour days only
- (2) meals per day (continental breakfast, lunch or dinner) on tour days only
- Lodging (double-occupancy)
- English-speaking guides
- Admission: To all points of interest outlined in the Final Itinerary

### 7. Not Included in the Tour Fare

- Fees associated with Passport, Visa and Vaccination
- Personal expenses including but not limited to: laundry, telephone and taxi services
- Excess baggage, baggage handling and or heavy baggage charges
- Meals and beverages beyond scheduled two (2) per day and or meals on Free Days
- Fees assessed for flight itinerary changes and or cancellations
- Costs incurred due to missed flight and or flight cancellations
- Gratuities
- Charges and expenses other than those specified in the preceding article are not included either.

#### 8. Revision of Contents of Travel Services

AST reserves the right to alter any part or the entire tour itinerary including changing hotels, eliminating or substituting excursions, etc. in order to ensure the safety and convenience of tour participants. The changes can be made without penalty or cost to AST. AST agrees to communicate such changes to tour participants in a timely fashion from the point in which they become known to AST.

#### 9. Change of Tour Fare

AST may revise its costs and or fees in accordance with increases in fares, such as transportation, lodging, meals and/or other charges owing to unusual or unforeseen economic developments of an extraordinary nature. In such cases, AST shall notify tour participants in a timely fashion once such increases become known. Additional expenses, if any shall be borne by the tour participants.

#### 10. Cancellations

AST assumes no responsibility for persons who fail to complete any and all necessary travel documents such as but not limited to passport, visa and yellow fever vaccinations, make necessary payments and or schedule necessary appointments in time for the scheduled departure date. No refunds will be given for missed flights, late flights or flight adjustments. No refunds will be given for any individuals who cancel within 30 days or less prior to departure. Prior to that date partial remittance will be made for any individual cancellations. AST reserves the right to cancel the tour if the minimum number of participants is not reached.

#### 11. Refunds

No refunds will be received for deposits. Refund requests must be submitted in writing and mailed to Adiamia Services and Tours, P.O. Box 91459, Atlanta, GA 30344 or emailed to [info@adiama.com](mailto:info@adiama.com). All refunds will follow the schedule indicated below.

91 days or more prior to departure participant(s) will receive refund of 75%

90-61 days prior to departure participant(s) will receive refund of 50%

60-31 days prior to departure participant(s) will receive refunds of 25%

30 days prior to departure participant(s) will receive refunds of 0%

#### 12. Special Conditions

Tour participants will inform AST of any required special attention during the study-tour due to chronic disease, general ill-health, pregnancy or physical handicap prior to final payment. AST shall comply with such requests to the extent deemed feasible and reasonable. In such cases AST may require the participant to provide proof of sufficient primary and or secondary medical

insurance supplied by the participant's chosen provider. AST is not responsible for any services denied such persons at any time during the tour including any costs associated with providing alternative services or modifications to the tour itinerary. If AST determines that the participant needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, AST shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the participant and all tour participants agree to indemnify AST in the process of carrying out such duties.

### 13. Final Tour Itinerary

After participants have remitted monies for the final payment, AST will deliver the Final Tour Itinerary showing the time and place for assembly, mode of transport, lodging facilities, excursions, and performances not later than thirty (30) days prior to the commencement of the tour unless otherwise communicated. The Final Itinerary shall take precedent over all previous statements regarding the aforementioned items.

### 14. Requirements for Travel

A passport and visa are required for U.S. citizens traveling to Brazil for any purpose. Brazilian visas must be obtained in advance from the Brazilian Embassy or consulate nearest to the traveler's place of residence. There are no "airport visas" and immigration authorities will refuse entry to Brazil to anyone not possessing a valid visa. All Brazilian visas, regardless of the length of validity, must initially be used within 90 days of the issuance date or will no longer be valid. Americans reentering Brazil must be able to show an entry stamp in their passport proving that the visa was issued within 90 days; otherwise they will not be allowed reentry. Immigration authorities will not allow entry into Brazil without a valid visa. The U.S. Government cannot assist travelers who arrive in Brazil without proper documentation.

Travelers are reminded that they are subject to local law. Showing contempt to a Brazilian government official at the port of entry, or elsewhere, is a serious offense. (Fines for such offenses are based on the offender's claimed income.)

Additionally, travelers who have recently visited certain countries, including most other Latin American countries (check Brazilian Embassy website linked below), may be required to present an inoculation card indicating they had a yellow fever inoculation or they may not be allowed to board the plane or enter the country. Minors (under 18) traveling alone, with one parent or with a third party, must present written authorization by the absent parent(s) or legal guardian specifically granting permission to travel alone, with one parent, or with a third party. The authorization (in Portuguese) must be notarized and then authenticated by the Brazilian Embassy or Consulate.

For current entry and customs requirements for Brazil, travelers may contact the Brazilian Embassy at 3009 Whitehaven Street NW, Washington, DC 20008; telephone 1-202-238-2828, e-mail [consular@brasilemb.org](mailto:consular@brasilemb.org); web site at <http://www.brasilemb.org>. Travelers may also contact the Brazilian consulates in Boston, Houston, Miami, New York, Chicago, Los Angeles, or San Francisco. Addresses, phone numbers, web and e-mail addresses, and jurisdictions of these consulates may be found at the Brazilian Embassy web site.

#### 15. Responsibility

Commencing with arrival into Brazil and terminating upon departure to the United States, AST is responsible for booking round-trip airfare (except for those participants securing their own flight arrangements), providing accommodations, ground transportation, meals as well as numerous pre-arranged cultural performances, ceremonies, educational excursions, etc. as outlined in the final itinerary for the agreed upon cost stated in this contract. As travel consultants, AST and its representatives assume no responsibility for any problems, deaths or injuries or inconveniences associated with aircraft, vessel, luggage storage, hotels, motor vehicles, or any other mode of transportation during any part of the dates for this tour. AST shall not be liable for damages incurred by participants or alteration/cancellation of tour the itinerary in part or in whole due to such reasons as natural disaster, war, terrorism, disturbances, accident, fire, acts of government, food poisoning, sickness theft, delays, stoppages, alteration of schedule and route in relation to transportation facilities, congestion of traffic, weather, government actions, strikes or any other causes beyond the control of AST and/or its agents carrying out tour arrangements.