

GENERAL TERMS AND CONDITIONS (v.2021)

1. ABOUT A *STEP AHEAD* - A Step Ahead (also referred as 'we', 'us' 'our' in this document) is a Limited Company (Sociedad Limitada) incorporated in Aragón, Spain on 9th June 2009. Our fiscal registration (VAT/ CIF) number is B22347982.
 - Our registered office is Plaza Mayor 16, Baraguás, 22714 Huesca, Spain.
 - We are a licensed travel agent (agencia de viajes de minorista) by the Community of Aragón with licence number C.A.A. 230.
 - We specialize in preparing and designing custom travel packages, referred to in this document as a 'trip' or 'trips', for our clients (referred as 'you', 'your', 'the group' in this document).
 - We resemble in Anglo-Saxon terms an outbound and inbound tour operator.
2. JURISDICTION- Any contract related to trip services that we provide, between us will be governed by the laws of Spain, and any dispute will be resolved by the courts of Huesca in Aragón, Spain.
3. FINANCIAL PROTECTION - Under EU and Spanish law various provisions guarantee your security with any trip booked with us:
In compliance with Spanish and Aragonese Law, A Step Ahead S.L. has a surety bond of euros €100,000 with *Axa Seguros Generales, S.A. de Seguros y Reaseguros*. The number of the Surety certificate is 81827114, and this has been officially approved by the Government of Aragón. This is to protect you against any insolvency or failure of us to provide contracted services, and should cover repayment of all or most of the trip price and your repatriation in such cases. In this case any decision to use the bond is subject to the courts of the Community of Aragon (Spain) or agreed arbitration, and is not determined by us.
4. TERMS & CONDITIONS - These General Terms and Conditions apply to any trip sold and prepared by us in addition to the terms in the Trip Contract (contrato), which we prepare and send you when the booking is requested.
 - By booking and paying a deposit for a trip, you are deemed to have accepted these General Terms and Conditions and those of the Trip Contract.
 - Please read both when making a booking.
5. PRIVACY & YOUR DATA HELD BY US – In order to design, prepare and book a safari we will request data from you (such as your name, address, date of birth, nationality, passport number, preferences, email address, dietary requirements, certain relevant health information etc), which we will keep on record. Some of this information is essential in order for us to provide the service to you. This data is held according to the terms of our [Privacy Statement published on our website](#). You may at any time request to see what data we keep pertinent to you, and you may request that we delete any data that we are not obliged to keep on record by law.

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6. TRIP CONTRACT - A binding contract between us and you is formed once we issue you a Trip Contract (contrato de viaje) and we have confirmed the receipt of the required deposit or full price of the trip (if the booking is made less than 60 days before the beginning of your trip).
7. PAYMENT – the payment terms will require a deposit, some of which is non-refundable, in order to book a trip, which will be explained by email before you book the trip. The exact terms will be included in detail in the Trip Contract (contrato de viaje) when you make the first payment.
8. GROUP REPRESENTATIVE - If the trip is for more than one person, and the group prefers, a binding contract may be made to a group representative rather than to each adult member of the group.
 - i) The group representative is the principle person to whom we communicate about the trip, and could be the lead member of your group. He or she must be 18 years old or older.
 - ii) By making the booking the group representative accepts that he or she has authority to bind all members of the group to these Terms and Conditions and the terms of the Trip Contract, and he or she takes responsibility as the lead name to make payment and to receive all the documentation on behalf of the group if necessary.
 - iii) In cases where no individual person is prepared to accept the responsibility of being the group representative, we will require a signed Trip Contract from each adult member of the group, each taking the group responsibility for themselves (see 8. below)..
9. GROUP REPRESENTATIVE'S RESPONSIBILITY – See 8. Above. If the group has agreed to appoint a group representative, the items under this paragraph (9) are the group representative's responsibility. Otherwise these items are also the responsibility of each adult member of the group:
 - i) to read and understand all relevant trip documentation, including the Trip Contract, the detailed itinerary, any pre-trip information, the Liability Waiver and these General Terms and Conditions, and when necessary to communicate these or make them available to the rest of your group.
 - ii) to complete all participants names on the Trip Information Form exactly as they appear in their travel documents, so that we can issue any regional tickets and other details correctly.
 - iii) to pay for any aspects of the trip that are not included in the price of the itinerary. This includes responsibility for paying for any extras that you contract while on the trip, such as taxis, balloon rides, horse rides, scuba dives, walking excursions or other activities, or for any unforeseen emergencies (such as hospitalization costs). It may be a requirement that these be paid before any activity is carried out or service delivered.
 - iv) If negligence on your part, or your actions or those of your group cause damage to accommodation or property or otherwise harm a third party, you agree to indemnify us against any claim (including legal cost) made against us by or on behalf of the owners or persons affected by such action(s).

10. INDIVIDUAL TRIP PARTICIPANT'S RESPONSIBILITY – It is your responsibility:
- i) to ensure that you are in reasonable health, and are able and fit enough to participate in any activity described in the trip. In some cases A Step Ahead will require a separate medical health declaration to be completed and signed by you (such as for climbing Mount Kilimanjaro or if you have a special medical condition).
 - ii) to complete truthfully any medical forms or relevant health sections on pre-trip information forms. Please read our [Privacy Statement](#) and the information on the forms about privacy and how your data will be used.
 - iii) to come on the trip fully prepared for the activity/ies (such as having the right clothes and equipment).
 - iv) to arrive at the start point of the trip (the point where the contracted services begin) on time and in the designated place as stated in the itinerary.
 - v) to obtain and carry the correct documents for the travel such as passport (valid for travel for at least 6 months after the planned return date, and enough blank pages for visas if you will obtain them while on the trip), visas, health certificates (including any for Covid-19), and to check beforehand if there are limitations on your ability to travel to the destination (such as if you require special travel clearance as in the case of possessing a criminal record or other circumstance).
 - vi) to pay for any damage you cause through negligence to accommodation or property of a third party while on the trip
 - vii) for any actions you take in contravention of instructions given by the person(s) contracted by us who are responsible for your care and safety at the time (A Step Ahead guide, regional guide, tour leader or other agent).
11. INTERNATIONAL TRAVEL – We do not book intercontinental air travel to and from the trip start and end points. That is your responsibility.
- If we have not arranged, and you have not directly paid us for, any travel arrangements or international flights, we are not responsible for any problems that may arise from these travel arrangements.
 - In such circumstances we may volunteer to help you with routing and airline connection advice (e.g. if you are stranded at a transit point on your journey to the start point). This is entirely voluntary and at our discretion. We will not be held liable for any advice given.
12. OUR LIABILITY - Although every possible care is taken to safeguard you and your property, we accept no liability for any accidents, injuries, or illnesses arising during the trip, nor thereafter, nor the loss or damage to your property and persons.
- We are insured for any business operating liability, including indirect or secondary liabilities, and liability for damage to property, personal injury, and financial responsibility.
 - We are insured by AXA Seguros Generales, SA of Calle Monseñor Palmer 1, 07014 Palma de Mallorca, Spain. Please note this only covers the company's operating liability and does not cover any individual booked on a trip organized by us.
13. CIRCUMSTANCES BEYOND OUR CONTROL OR FORCE MAJEURE - We cannot accept liability or pay compensation where the trip is affected by 'force majeure' or/and Act of God. In the context of these terms and conditions, 'force majeure' is any event that A Step Ahead could not, even with due care, foresee or avoid.
- These events include but are not limited to cancellation or delay of international flights, industrial dispute, strikes, adverse weather, government action, technical problems with transportation, war, threat of war, piracy, flood, explosion, sabotage, riot, civil commotion or strife, hostilities, natural disaster, fire, terrorist activity, nuclear disaster or other events outside our control.

14. **WAIVERS OF LIABILITY** - A Step Ahead must receive a signed and witnessed Waiver of Liability by each participant 18 years old or more, or their guardian if younger than 18 years, before the start of the trip.
- You should read the waiver before contracting the trip. A sample is available on our website for your perusal.
 - The actual waiver will be provided with your contract.
 - Some activities or accommodations require that you read and sign a separate waiver in order to participate or stay in these places. While you may have paid for these services prior to the trip, we are not responsible for you being unable to participate due to a refusal to sign the required pre-activity forms and waivers. At your request we will send you copies of these forms prior to your trip, provided you request them at least 14 days before the start of the trip.

15. **INSURANCE REQUIREMENTS & RECOMMENDATIONS** –

- It is a requirement that you have insurance to cover your **health and evacuation and repatriation in the case of an emergency**.
- This should include cover for accidents while traveling in an automobile, boat, light aircraft and other means.
Note that many private health insurance policies will not cover you or your health when outside your home country. In this case you should purchase a separate travel health cover (which may NOT include pandemic or Covid-19 cover). This should be purchased before the final payment is paid and is usually only valid if purchased prior to the beginning of the trip.
- Additional insurance that we recommend is baggage loss and flight delay. This may or may not already be included in a travel health insurance package.
- Since March 2020 we strongly recommend Trip cancellation insurance, due to the sudden and unpredictable changes in travel regulations due to the Covid-19 pandemic.
Note that many companies only sell trip cancellation insurance within a specified period of the booking being made (often within 14 days of booking).

16. **INSURANCE – WHAT IS NOT COVERED** -

While on the Trip, you are not covered by any insurance. Examples of the items that are either NOT covered by insurance, include but are not limited to:

A) The big three -

- medical expenses and emergency health** and hospitalization costs, which should include accident, injury or death while being transported in automobiles, 4x4 safari vehicles, boats or other craft, light aircraft or any other scheduled or chartered aircraft.
- emergency evacuation to anywhere** other than within the country(ies) in which we have arranged your trip, such as ambulance services and repatriation, or repatriation of your body in the event of death.
- trip cancellation**, postponement or curtailment (for example due perhaps to a change of your plans caused by a change in employment or a death in the family). This usually must be purchased within a specified period of making a booking (paying the deposit). Some insurance policies only allow trip cancellation due to certain reasons such as outbreak of war, or a travel advisory warning. It is usually possible to purchase insurance for *trip cancellation for any reason* for an additional fee, but even these are unlikely to include Covid-19 related reasons.

B) Associated other costs -

- flight delay and baggage loss. Note that costs incurred due to flight delay or a late arrival normally only include an extra hotel stay. in the case of a safari, a serious

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flight delay could necessitate vehicle hire or air charter to meet up with the rest of travel party, which could be costly. Check to see if your cover would include this.

v) loss or theft of property

vi) accident, injury or death due to any of the following activities, but not limited to these:

1. hot-air ballooning
2. high altitude activities such as high-altitude trekking
3. horse, camel or elephant back riding
4. scuba diving or underwater activities,
5. bush walks where wild animals roam
6. bicycle riding, canoeing, windsurfing, or other similar activity

17. INSURANCE FOR SPANISH RESIDENTS - For an extra fee not quoted in the itinerary, we can provide you with the above insurances provided you are a resident or citizen of Spain.

- Unfortunately US & Canadian law requires that only a resident company may sell trip or travel insurance to a US / Canadian resident. As a result we cannot sell insurance to US or Canadian residents, however we can recommend insurers.

18. COMPLAINTS PROCEDURE - Any complaints should be notified to us as soon as reasonably possible, so that we may do our utmost to resolve them.

- i) If you have any problems during a private guided trip it is your responsibility to inform your A Step Ahead guide immediately.
- ii) If this is not possible or you are on an independent non-guided trip, you should inform us as soon as possible by emailing us at bookings@astepahead.es or you may telephone text/SMS +34 650 272705.
- iii) If you are not immediately able to contact us it is your obligation by Spanish / EU law to inform us of any complaints within 15 days of the end of the trip.
- iv) Official Government of Aragon Tourism Complaint Forms are available in our office. These can be used in addition to other means such as email or post, to log complaints and initiate the process for claims.

19. SERVICES NOT PROVIDED TO STANDARD - If, while on the trip, a significant proportion of the services contracted are not provided, or we or our providers fail to provide them in line with our obligations as described in the trip contract and the trip itinerary annex to the trip contract, we are obliged by Spanish law to provide reasonable compensation. Our obligations, and those of its suppliers providing any service or facility included in the trip, are to use reasonable skill and care to arrange for the provision of these services and facilities.

20. CLAIMS - If you wish to make any claim,

- i.) You must show that reasonable skill and care has not been used.
- ii.) Standards of safety, hygiene and quality of accommodation, food preparation, transport and communications varies. Standards of these and other items in some countries may be different or below the standard of those that you is 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.
- iii.) If you are not able to lodge a complaint while on the trip, we request that you do so in writing within 15 days of the end of the trip, so that we can investigate and rectify the complaint.
- iv.) 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.

ATTA - We are members of the African Travel & Tourism Association (ATTA). Their website address is <http://www.atta.travel>. Our membership number is 203042.

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