

TERMS & CONDITIONS

Terms and Conditions

Please read these Terms and Conditions in full

Honeyguide Ltd. looks forward to the opportunity to act as your booking agent for your travel needs. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you purchase travel related services through us, in addition to your obligations as a customer. The terms "we", "us" and "our" refer to Honeyguide Ltd. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services.

1. Products and Supplies.

We sell a variety of travel products from different suppliers and service providers ("Suppliers"). Each Supplier has its own terms and conditions that are applicable to your particular arrangements in addition to our general terms and conditions, and you should make sure you understand them.

Honeyguide Ltd. is acting as intermediary or a "Booking Agent" for products and services that are not directly supplied by us (e.g., air and ground transportation, hotel accommodations, meals, tours, cruises, etc). We are not a co-vendor of such products and services. You will be entering into separate contracts with such Suppliers in connection with such products and services.

a. WHAT IS INCLUDED IN LAND ARRANGEMENTS: Camping accommodations in single tents or sharing with one other person (depends on availability); showers; toilets; dining area; hotel taxes and service charges; meals (B=Breakfast, L=Lunch, D=Dinner); trip consultation and planning, handling, marketing and all operational charges; any internal air specified as included, ground and/or water transportation; airport/boat/hotel transfers; baggage handling and portage at airports (where possible); all scheduled sightseeing arrangements; park and entrance fees; local guides and leadership.

b. WHAT IS NOT INCLUDED: Items not included are generally: Airport taxes of any nature, both domestic and foreign; international airfare; internal air transportation on some programs; excess baggage charges as imposed by airlines; forwarding of baggage and purchases; cost of obtaining passport and visa; medical charges for inoculations; any items of a personal nature snack or additional meals not included in the program, and personal use of telephone / email / satellite / cable / internet / fax charges; baggage, trip cancellation and personal medical insurance.

2. Deposits and Payment.

Any deposits from you are non-refundable. Payment of a deposit enables us to hold a reservation for you, but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.



+1 (540) 272 9779 (US cell / WhatsApp)

13 Poplar St., Andover NH, 03216

kate@honeyguidesafaris.com

TERMS & CONDITIONS

For reservations received within 90 days of departure date, the entire amount is to be submitted at time of confirmation.

Reservations received within 30 days of departure date may be subject to a non-refundable rush-booking fee of no less than \$150 per person to cover additional expenses incurred in expediting bookings and preparing final documentation

Final payments not completed by the due dates will result in trip cancellation, and forfeiture of all payments with no further obligations by Honeyguide Ltd.

Honeyguide Ltd. accepts personal checks, American Express, Discover, Visa and MasterCard credit/debit cards and/or bank wire transfer. Travelers making payments by credit/debit card will be required to cover the credit card charge transaction fees and complete a Credit Card Authorization Form agreeing not to request any charge backs on their Credit/Debit card until any disputed matters are resolved with Honeyguide Ltd. Payments made within 30 days of trip departure must be made by bank transfer, certified check or Credit/Debit Card.

After full payment, the conditions of the contract with your Supplier may permit them to increase the cost of your arrangements, although this is a very rare occurrence. If we are acting as your Booking Agent, we will pass on any such increase to you as we become aware of such increase. If we have arranged a package, changes in transportation costs including the cost of fuel, taxes, fees and exchange rates mean that the price of your travel arrangements may change after you have paid in full.

3. Documentation.

Our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as a hard copy.

A Booking Form must be fully completed, signed and submitted no later than final payment date. Correct passport names must be provided at time of reservations and on the Booking Form. Honeyguide Ltd. will not be responsible for any errors as a result of misspelled names on these lists. Final documents will not be issued if the signed Booking Form is not received by Honeyguide Ltd., as this constitutes acceptance of the customized trip program and rate confirmed, and also an acceptance of these trip Terms & Conditions by the traveler(s).

4. Cancellation and Changes.

Your contract with your Suppliers may allow them to cancel or amend bookings. If we are your Booking Agent, we will ensure that you are promptly notified of any significant changes once we become aware of such change if there is time before your departure, but we accept no liability for any changes or costs incurred that may result. Subject to the Supplier's terms and conditions, you will then have the choice of



+1 (540) 272 9779 (US cell / WhatsApp)
13 Poplar St., Andover NH, 03216
kate@honeyguidesafaris.com

TERMS & CONDITIONS

accepting the change of arrangements, accepting an offer of alternative travel arrangements if one is made available by the Supplier, or canceling your booked arrangements and receiving any applicable refunds. We do not guaranty that any refunds will apply.

If you have booked a flight and we are alerted to a significant schedule change by your airline before you leave the United States, we will contact you by email to advise you of this. Please ensure that you have given your contact email address to us and that you regularly check for messages before you leave. We have no control over airline schedule changes and accept no liability for costs which may arise as a result of such changes.

It is your responsibility to check with the airline that any flights you have confirmed are operating as booked. We strongly recommend that you contact your airline at least 72 hours before the scheduled departure of each flight to do this. Please note that for some airlines it is mandatory to confirm with them your intention to fly.

5. Your Acceptance of these Terms and Conditions.

By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services by you and those using your name or account.

6. If You Change Your Booking.

Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional supplier charges. Please contact your original booking agent to inquire about changes. Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.

TERMS & CONDITIONS

Changes to name details are not allowed by many airlines and other Suppliers. While we will endeavor make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight as booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.

Any activities not listed on your itinerary and their related costs will be your sole responsibility.

7. If You Cancel Your Booking.

If you cancel your arrangements, you may be entitled to a partial refund. In addition to the cancellation terms and conditions of your Supplier(s), our standard fees will apply as may be outlined on your receipt or booking confirmation. We need to receive from you your original voucher before any applicable refund can be considered. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable.

Refunds will only be paid to you once we have received the funds back from the Supplier(s). Generally, flight tickets cannot be refunded if they are partially used. We are not responsible for a Supplier's failure to pay a refund.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

8. Force Majeure.

We regret we cannot accept liability or pay any compensation where we are forced to cancel, delay or in any way change your arrangements in whole or part or you otherwise suffer any damage, loss or expense of any nature as a result of circumstances amounting to "force majeure." This means any event or circumstances that include, but is not limited to, whether actual or threatened; war, riot, epidemics, terrorist activity, natural or nuclear disasters, technical problems with transport, closure or congestion or airports, cancellations by airlines, any and all similar events and circumstances which are out of our control.

9. Travel Documents and Destinations.

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should



+1 (540) 272 9779 (US cell / WhatsApp)
13 Poplar St., Andover NH, 03216
kate@honeyguidesafaris.com

TERMS & CONDITIONS

be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

You further agree that in connection with your activities, you will not permit the use of our services or website by anyone that resides or is staying in a country for which such use is prohibited under U.S. regulations.

10. Passports, Visa and Immigration Requirements.

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

You are also required to carry a valid International Student I.D., and International Youth I.D. or an International Teacher I.D. card if you are traveling on a special student/youth/teacher ticket. It is your responsibility to verify this with our travel expert who is assisting you.

11. Insurance.

Travel insurance is a vital part of your arrangements. You agree to purchase correct comprehensive travel, medical, cancellation, curtailment and default insurance to cover yourself and any dependents/travel companions for the duration of your trip.

12. Heath Requirements.

In order to enjoy the trip, passengers must be in general good health. Therefore, it is imperative that persons with medical problems make them known to us as soon as possible prior to departure. Honeyguide Ltd. and associated companies (which includes its vendors and subcontractors) reserve the right to disqualify a trip participant at any time if, in the sole judgment of such entities, a trip participant is not deemed by them to be medically fit for travel.

Such entities assume no liability regarding provision of medical care or any special medical accommodations. I will provide general recommendations for any inoculations or precautions required for the destination(s) booked, however, it is the responsibility of passengers to check with their medical professional, local health board or the Center for Disease Control for specific requirements.

TERMS & CONDITIONS

13. Travel.

Flight timings are a guidance only, and could be subject to change by the airline. Please arrive at the airport at least two hours before your departure time for check-in. Failure to do so could result in refusal

on the flight. No refunds will be made and 100% cancellation costs will be applied to your booking. Both outward and return portions of your ticket must be used. If you do not use the outward portion of your flight, your return will be deemed void. In this circumstance, we will make no refund.

In the event of a flight delay or cancellation, it is the airlines responsibility for providing assistance as legally required. We cannot provide anything but guidance in this circumstance.

We cannot accept responsibility for any loss, damage or delay to your luggage. In the unlikely event that your luggage is lost, damaged or delayed in transit, you must immediately report this to the airline, or other appropriate person in authority.

14. Respect Wildlife and Safety.

Attacks by wild animals are rare. However, there are no guarantees that such incidents will not occur. Honeyguide Ltd., associates, agents or Suppliers shall not be held liable for any injuries caused during an incident involving the behavior of wild animals.

You and all travelers agree to listen to the camp staff and guides. Safety precautions need to be taken seriously and strictly adhered to. See the [Important Information](#) document for bush safety guidelines, guidelines for traveling in Africa, and Code of Conduct. The Program Leaders reserve the right to send anyone home at their own expense if the leaders determine that the trip participant presents a safety risk or does not adhere to the code of conduct.

15. Warranties, Disclaimers and Limitation of Liability.

The carriers, hotels and other Suppliers providing travel or other services are independent contractors and not agents or employees of Honeyguide Ltd. We are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. We have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond our control, and we have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

In no event shall Honeyguide Ltd., or its owners, officers, members, employees, agents, contractors or assigns, be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with our services whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if we have been advised of the possibility of such damages.



+1 (540) 272 9779 (US cell / WhatsApp)
13 Poplar St., Andover NH, 03216
kate@honeyguidesafaris.com

TERMS & CONDITIONS

If, despite the limitation above, we are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then our liability will in no event exceed, in the aggregate, the greater of (i) the services fee you paid to us in connection with such transaction(s), or (ii) one hundred dollars (US \$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

16. Governing Law.

This Agreement shall be governed by the laws of the State of Colorado without regard to its conflicts of laws principles. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired. In the event of a dispute to resolve any claim made by either party hereto the substantially prevailing party shall be entitled to its attorneys' fees and costs incurred in such litigation.

17. Your Responsibility.

Read, understand and acknowledge in full the "Important Information" document.

Read, understand and acknowledge in full "Code of Conduct" in the "Important Information" Document.

If your behavior causes distress, danger, or annoyance to other clients and/or any third party or damage to property, we reserve the right to terminate your contract and neither we nor the providers of any of the services in question will have any further contractual obligations to you. This will include any expenses, compensation, or refunds, and your return home.

There will be no unauthorized alcohol consumption throughout the program. Kenya has a drinking age of 18, but the group leader retains the right to refuse any student from purchasing or obtaining alcohol. If this rule is violated by any participant, the group leader is authorized to send that participant home at his or her own expense.

The group leader has the authority to send any participant home at the participant's own expense if the group leader determines that the student is not abiding by rules of proper conduct and is posing a threat to his or herself or the wellbeing of the other participants.

You accept responsibility for any loss or damage you may cause during your travels, and agree to pay the supplier directly at the time the loss or damage occurs. If you fail to do so, you will be responsible for meeting any resulting claims made by Honeyguide Ltd.



+1 (540) 272 9779 (US cell / WhatsApp)
13 Poplar St., Andover NH, 03216
kate@honeyguidesafaris.com

TERMS & CONDITIONS

You are responsible for obtaining and paying for all of your travel documents such as passports with sufficient blank pages, visas, vaccination certificates, currency, and travelers checks prior to your departure. I will not be responsible if you are denied entry due to insufficient documentation. I am able to provide general information for US passport holders. Non-US citizens are encouraged to check with the appropriate embassy for acceptable documentation. If you do not have the correct documentation, you may incur additional fees and surcharges.

The name on your airline tickets must match the name on your passport.

If you have any special requests, please notify me in writing at the time of booking. Your requests are not guaranteed, but I will make every effort to fulfill them.

If you have any medical or mobility problems that may affect your trip, please let me know in writing before you confirm your booking.

If I feel I am unable to accommodate your specific wants or needs at the time of booking or if details provided later lead to the same conclusion, I reserve the right to cancel the booking and you will be responsible for any associated fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first above written date.

I, _____, made voluntarily by me, the undersigned, on my own behalf, and on behalf of any participant under the age of 18, have read and agree to the above stated Terms and Conditions.

Signature of Participant or Parent / Legal Guardian if Participant is under the age of 18:

Printed Name of Signatory: _____

Printed Name of Participant, if applicable: _____

Date: _____

HONEYGUIDE LTD.

Signature: _____

Printed Name: Kate J. Spencer (Director, Honeyguide Ltd.)

Date: _____