

13 Poplar St., Andover NH, 03216 honeyguidesafaris@gmail.com

### To Do list

# $\checkmark$

Fill out Trip Participant Information	
- Complete all sections and return to Honeyguide Ltd.	
Terms and Conditions	
- Read, sign, and return to Honeyguide Ltd.	
Waiver (separate document)	
- Read, sign and return to Honeyguide Ltd.	
Passport	
- Scan and send a copy of the bio information page of traveler's passport	

## **Trip Participant Information**

This section must be completed by each traveler or by a parent/guardian of any travelers under the age of 18

Passenger's Full Name (as it appears on passport)		
Passenger's nickname		
Home address		
City	State	Zip

Home Phone	Work Phone
Cell Phone	Email

Signature				Date			
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Your signature affirms that you are over 18 years of age, or you are the parent/guardian or responsible for any travelers under the age of 18. Your signature also confirms that you have read and understood the accompanying Terms and Conditions and agree to be bound by them.



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## **International Flight Details**

Date	Flight #	From – To	Departure time	Arrival Time

## **Emergency Contact Information**

Name	Relationship
Home Phone	Work Phone
Mobile Phone	Email

## **Trip Details**

Trip Dates MM/DD/YYYY	From:	To:

Countries being visited:		



+1 (540) 272 - 9779 (USA / WhatsApp) +254 (0)748 828 695 (Kenya)

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EIN: 47-3983267

Guest	Details
First name* (*as appears on passport)	
Middle name*	
Last name*	
Date of Birth	
Gender	
Nationality of passport	
Passport Number	
Date of Issue	
Date of Expiration	
Issuing Authority	
Weight (lbs)	
Height (ft. in.)	
Any dietary requirements	
Any allergies	
Any medical conditions or mobility restrictions	
Signature	

Your signature affirms that you are over 18 years of age, or you are the parent/guardian or responsible for any travelers under the age of 18. Your signature also confirms that you have read and understood the accompanying Terms and Conditions and agree to be bound by them.

Please copy or scan the front page of your passport and send to <u>honeyguidesafaris@gmail.com</u> or to Kate Spencer at <u>kate@honeyguidesafaris.com</u>



## **Terms and Conditions**

#### Please read this document 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: Accommodations in deluxe and/or best available based on single, double, or triple occupancy as requested by the passenger, with private facilities when available (the right is reserved to substitute accommodations of similar category when necessary); 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 porterage 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 such as laundry, beverages, mineral water, some meals not included on programs, and telephone / email / satellite / cable / internet / fax charges; baggage, trip cancellation and personal insurance; and gratuities to tour guides, escorts, drivers, vessel/hotel staff including porters.

All airline tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a supplier or government. You may be charged additional sums by Honeyguide Ltd. to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof. Acceptance



of these terms and conditions hereby consent you to any post-purchase price increases and authorizes Honeyguide Ltd. to charge my credit card for such additional amounts.

#### 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.

For reservations received within 120 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 rushbooking 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.

COVID-19 Adjustments to cancellation policy: Because the travel situation round covid-19 is so unpredictable, cancellation and postponement policies may vary, therefore it is the Client's responsibility to understand those requirements. By signing this document, the Client is acknowledging that he / she has read in full and understands the most relevant cancellation and postponement policies.

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 complete a Credit Card Authorization Form and agree 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. 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.

#### Cancellation and no show policy

Reservations that are cancelled / reduced in length of stay or numbers (rooms and persons) after payments have been made, collectively called a CANCELLATION, are subject to Cancellation and No Show Fees as follows:

- 1. Between 0 30 days of the arrival date, the cancellation fee is 100% of the applicable rate
- 2. Between 31 60 days of the arrival date, the cancellation fee is 50% of the applicable rate
- 3. Between 61 90 days of the arrival date, the cancellation fee is 30% of the applicable rate
- 4. Between 91 120 days of the arrival date, the cancellation fee is 20% of the applicable rate
- 5. More than 120 days before the arrival date, \$100 per person plus the non-refundable deposit

A 30% deposit is payable once the booking is confirmed, and the balance paid as per the guidelines. **The deposit is nonrefundable**.

If travel is not reasonably possible due to covid-19 restrictions, trip participants may cancel prior to 120 days before travel without penalty. Up until 14 days before travel, payments may be applied to new travel dates as long as the new trip occurs within 12 months of the original booking.

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 or 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 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 airlines that any onward 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.



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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. Changes to name details are not allowed by many airlines and other Suppliers. While we will endeavor to 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 eticket 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. 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. Please review your itinerary for cancellation and no show policies, or ask Honeyguide Ltd. for information about the applicable policies.



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 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.

#### 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 and guidelines for traveling in Africa.

#### 15. Warranties, Disclaimers and Limitation of Liability.



+1 (540) 272 - 9779 (USA / WhatsApp) +254 (0)748 828 695 (Kenya) 13 Poplar St., Andover NH, 03216 honeyguidesafaris@gmail.com EIN: 47-3983267

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.

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.

You and all travelers must read, understand and acknowledge in full the Important Information document that will be sent to you prior to departure.

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.

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.



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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.

You are responsible for obtaining and paying for comprehensive medical and travel insurance. You are responsible for understanding the terms of your insurance policy.

If you have any dietary requirements, you must notify Honeyguide Ltd. before travel. If you have any other special requests, please notify Honeyguide Ltd. in writing before travel. Your requests are not guaranteed, but Honeyguide Ltd. 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 (Trip Participant OR the Legal Guardian of any Trip Participant under the age of 18):

Printed Name of Signatory: \_\_\_\_\_

Trip Participant's Name, if different from Signatory: \_\_\_\_\_

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



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HONEYGUIDE LTD.

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

Printed Name: Kate J. Spencer

Title: Managing Director and Founder

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