

HONEY BADGER TERMS AND CONDITIONS

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1. CONTRACT

- 1.1. These terms and conditions apply, when your holiday is booked with Honey Badger Tours.
- 1.2. Any contract with Honey Badger Tours is subject to these terms and conditions from which no person, other than a director of Honey Badger Tours, has the authority to depart.
- 1.3. Before making a booking with us please ensure that you have read and understood these booking terms and conditions. Should you require any explanation or have any queries kindly contact us on at the email address provided.
- 1.4. By confirming your booking you acknowledge that you have read and understood these terms and conditions and have had the opportunity to approach us regarding any explanations you require and any queries you may have had.

2. QUOTED PRICES, PAYMENT METHODS AND ACCURACY

- 2.1. All Honey Badger Tours prices are quoted in GBP Sterling (GBP), US Dollars (USD), or Euro (EUR) as may be appropriate.
- 2.2. Payment is accepted in all of the above currencies. Payment can be made as follows:
 - 2.2.1. GBP and USD payments can be made with MasterCard, Visa or Amex cards via our secure online server or over the phone.
 - 2.2.2. EUR payments can be made with MasterCard or Visa cards via our secure online server or over the phone.
 - 2.2.3. GBP, USD, and EUR payments can be made by bank transfer (details on request).
- 2.3. Please note that the price of your holiday and the payment currency is set when the booking is initially confirmed, and the balance will be due in the same currency as the deposit was paid in.
- 2.4. We regret that for some short notice bookings and deposits we may not be able to accept payment by bank transfer due to the time it takes the funds to clear into our account. We do not accept payment by cheque and we cannot accept any type of payment by post.

- 2.5. Honey Badger Tours do not charge for processing payments made by credit or debit card. Although Honey Badger Tours will endeavour to keep all rates published on this website as accurate as possible, any price quoted on the website may be subject to alteration at any time and without notice due to unforeseen supplier increases.
- 2.6. We reserve the right to make changes to and correct errors in quoted prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the correct applicable price at the time of booking.
- 2.7. Once a booking is confirmed by either a deposit or full balance payment, the price for that booking is fixed in the stated currency and would only increase or decrease as per the Ts& Cs.

3. BOOKING PROCEDURE AND DEPOSITS

- 3.1. Honey Badger Tours will create a tailor-made holiday to suit your personal needs. A binding contract comes into existence between ourselves when we receive the first payment from you to secure your bookings and we have issued a booking confirmation to confirm receipt of that payment and confirmation of your booking. No contract will exist between the parties until such time as monies have been received and we have issued you with our booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

4. INSURANCE

- 4.1. Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. In addition, we strongly recommend that you have cover for personal belongings, delay at your outward or homeward point of departure, personal liability, overseas legal expenses and cancellation.

- 4.2. If you are undertaking any sports or adventurous activities on your trip, including trekking, you should also make sure that your policy covers these. Please also ensure you read the policy conditions and exclusions.
- 4.3. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising.

5. CUTTING YOUR HOLIDAY SHORT

- 5.1. If you are forced to return home early for whatever reason, we cannot refund the cost of any travel arrangements you have not used.
- 5.2. Should you choose to cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur.
- 5.3. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

6. CHANGES AND TRANSFERS BY YOU

- 6.1. Once your booking has been confirmed, any requested changes (such as a change of date, length of stay, by way of example) should be notified to Honey Badger Tours as soon as possible, either by email or by telephone.
- 6.2. Regardless of how a change is initially requested, an email from the lead passenger is required to confirm a change.
- 6.3. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.
- 6.4. **Please Note:**
 - 6.4.1. Where we can meet a request, all changes will be subject to payment of an administration fee of £40 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

- 6.4.2. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.
- 6.4.3. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you.
- 6.4.4. A cancellation fee may be payable in accordance with clause 7.
- 6.4.5. Any change of accommodation, reduction in the number of nights or reduction the number of people travelling will qualify as a cancellation, and that part of the accommodation being cancelled is subject to the cancellation terms given below.

7. TRANSFERS

- 7.1. If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:
 - 7.1.1. that person is introduced by you and satisfies all the terms applicable to the holiday;
 - 7.1.2. we are notified not less than 7 days before departure;
 - 7.1.3. you pay any outstanding balance payment, an amendment fee of £40 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
 - 7.1.4. the transferee agrees to these booking conditions and all other terms of the contract between us.
- 7.2. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

8. CANCELLATION BY YOU

- 8.1. If you decide to cancel some or all of your bookings, please notify us by email immediately.
- 8.2. Cancellations are effective on the day they are received by the company at our UK office during standard office hours. Email cancellations sent outside of office

hours or over weekends or UK public holidays will be received by us on the next working day.

- 8.3. Upon our receipt of written cancellation, we will issue a refund of the money paid to Honey Badger Tours, less a percentage of the value of the cancelled bookings (the cancellation fee).
- 8.4. The cancellation fee is calculated as a percentage of your quoted price (excluding flights and other non-refundable charges) in accordance with the table below.
 - 8.4.1. 61 days or more days prior to travel - Loss of deposit
 - 8.4.2. 46 to 60 days prior to travel - 40% of the full value of the bookings being cancelled
 - 8.4.3. 31 to 45 days prior to travel - 75% of the full value of the bookings being cancelled
 - 8.4.4. 30 days or fewer prior to travel - 100% of the full value of the bookings being cancelled
- 8.5. Some special offers and services may require a higher deposit or payment in full at the time of booking, and these are usually non-refundable in case of cancellation unless you are notified otherwise.
- 8.6. Places of interest for example: Table Mountain/Game Reserves/Robben Island are 100% non-refundable as these places are paid for in- advance.
- 8.7. If the reason for your cancellation is covered under the terms of your personal travel insurance, you may be able to reclaim these charges from your insurer.
- 8.8. **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**
 - 8.8.1. You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday.
 - 8.8.2. In these circumstances, we shall provide you with a full refund of the monies you have paid Honey Badger Tours but we will not be liable to pay you any additional compensation.
 - 8.8.3. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to

human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

- 8.8.4. This clause 8 outlines the rights you have if you wish to cancel your booking.

9. CHANGES AND CANCELLATIONS BY HONEY BADGER TOURS.

- 9.1. As we plan your holiday arrangements many months in advance, we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

10. CHANGES

- 10.1. If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you arising from these changes.
- 10.2. Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include but are not limited to the following, when made before departure:
- 10.2.1. A change of accommodation area for the whole or a significant part of your time away.
 - 10.2.2. A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
 - 10.2.3. A change of outward departure time or overall length of your arrangements by more than 12 hours.
 - 10.2.4. A significant change to your itinerary, missing out one or more destination entirely.

11. CANCELLATION

- 11.1. We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance.
- 11.2. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.
- 11.3. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of (for significant changes):
 - 11.3.1. accepting the changed arrangements; or
 - 11.3.2. having a refund of all monies paid; or
 - 11.3.3. accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
 - 11.3.4. if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.
- 11.4. You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

12. COMPENSATION

- 12.1. In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:
 - 12.1.1. If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
 - 12.1.2. If we cancel your booking and no alternative arrangements are available.
- 12.2. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Compensation per person*
More than 60 days	NIL
31-60 days	£20
15-30 days	£30
Less than 14 days	£40

12.3. ***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- 12.3.1. where we make a minor change;
- 12.3.2. where we make a significant change or cancel your arrangements more than 60 days before departure;
- 12.3.3. where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- 12.3.4. where we have to cancel your arrangements as a result of your failure to make full payment on time;
- 12.3.5. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- 12.3.6. where we are forced to cancel or change your arrangements due to Force Majeure (see clause 8 and 13).

12.4. If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

13. FORCE MAJEURE

- 13.1. Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure".

- 13.2. For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 13.3. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, epidemics, plagues or pandemics or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

14. SPECIAL REQUESTS

- 14.1. Any special requests must be advised to us at the time of booking for example but without limitation, diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

15. DISABILITIES AND MEDICAL PROBLEMS

- 15.1. We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. If we are

unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or should you not have given us full details at the time of booking, we reserve the right to cancel and impose applicable cancellation charges when we become aware of these details.

16. GENERAL DISCLAIMER

16.1. Honey Badger Tours shall not be responsible or liable, to the fullest extent permitted by law, for any accidents or any injury or death of any person or the loss or destruction or damage to any property, whether arising from fire, theft or any other cause whatsoever and by whomsoever caused or arising from the negligence or wrongful acts or omissions of the its staff or its agents. By entering into this agreement, you irrevocably and unconditionally indemnify and agree to hold harmless Honey Badger Tours in respect of any responsibility and / or liability for such claims.